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The Solicitors' Journal.

LONDON, SEPTEMBER 17, 1864.

THE METROPOLITAN AND PROVINCIAL LAW ASSOCIATION will hold its annual meeting at Leeds on the 4th and 5th of October, and will probably be the means of bringing together a considerable number of provincial as well as metropolitan solicitors. The extensive range of the subjects suggested for discussion, and on which members are invited to read papers, bids fair to make the meeting of 1864 one of great importance to the profession. Most of the subjects suggested have been treated of in our columns during the last twelve months, and we cannot do better than set them out here. They are as follows:—1. Registration of Titles; Registration of Deeds; The Lands Transfer Act. 2. The Accountant-General's Department in the Court of Chancery. 3. Bankruptcy Reform; The Lord Chancellor's Act. 4. Professional Remuneration; The Lord Chancellor's Bill. 5. Legal Education; The Preliminary and Intermediate Examinations. 6. Fusion of Law and Equity. 7. Mining Leases. 8. Appointment of a Minister of Justice. 9. Offices of Executor and Trustee. 10. Limited Partnership and the Registration of Firms. 11. Limited Companies. 12. Divorce Court. 13. Local Government Legislation. 14. Grand and Petty Juries; The Principle of Unanimity. 15. Judgments as Charges on Land; Mr. Hadfield's Act. 16. Appeal in Criminal Cases. 17. Security for Costs. 18. Execution of English Judgments in Scotland and Ireland, and *vice versa*. 19. Prize of War.

Many of these subjects are of so important a nature that it would be impossible to find space to discuss them as we could wish. One of the most important is that of Professional Remuneration; and on this subject we hope such unanimity will be attained as will result in a definite expression of opinion on the subject. It cannot be too clearly impressed upon the minds of our readers that any fixed system of payment for the professional services of a solicitor could not apply to all descriptions of work, and, for the purpose of forming a scale of remuneration which shall apply to every case, it will be necessary to classify and arrange business under several headings. On this subject we beg to refer to an article which appeared in this Journal* at the time when the Lord Chancellor's bill was referred to a select committee, and to what was there said on the Scotch law and practice with regard to payment for conveyancing business. Mr. Hadfield's Act, which alters the law relating to judgments, so far as they become a charge on land, will, we anticipate, afford an opening for interesting and useful discussion. The Execution of English Judgments in Scotland and Ireland, and *vice versa*, is a question of so extensive a nature that much may be said for and against legislation on the subject; but we apprehend that, until the laws which regulate actions and other proceedings in the several divisions of the British Isles are more nearly assimilated, we cannot hope that any agitation on this subject will be immediately effectual.

AT THE MONTHLY MEETING of the West Derby Local Board of Health, held on Tuesday, the 6th instant, circumstances transpired calculated to be both interesting and painful to the profession.

We copy the following account of the transactions from a contemporary:—

It appeared that two years ago the Local Board of Health of West Derby determined to oppose the Liverpool Corporation Water-works Bill of that year, which applied to Parliament to erect a reservoir in Woolton, and effect other works. The local board was represented by Mr. Calvert, Q.C., the eminent Parliamentary lawyer, in the committee-rooms of the House of Commons. At a meeting of the board on the 18th ult., a letter was received from Mr Calvert, stating that his fees in opposing the bill were still unpaid, and asking the board to pay them. At the request of the chairman of the finance committee of the board, Mr. Meade King, Mr. Atherton, the law clerk, was then called before them, and he undertook to pay Mr. Calvert and Mr. Webster (both of whom were engaged in opposing the bill) before the end of August, and produce vouchers for the amount. About two years ago, Mr. Atherton obtained a cheque for £400 to pay the opposition to the bill, about £250 of which were the counsel's fees, and the balance the fees of the law clerk, Mr. Atherton. This (Tuesday) morning, Mr. Atherton resigned his situation as clerk and law adviser to the board, which was unanimously accepted. Within the past few days, much surprise was created at the appearance of Mr. Atherton's name in the *London Gazette* as a bankrupt, few deeming it likely, he being a gentleman of high position and holding several important public offices in the county, and a county magistrate's clerk, law adviser, &c., for which he was in receipt of highly remunerative fees, and always being believed to be above the transactions mentioned.

We are glad to be able to testify to the extreme rarity of such cases as this; but we believe—and we regret to have to say so—that to the other evils to which Parliamentary counsel are peculiarly subject, some of which have already been mentioned in these columns,* there is too often added a great uncertainty when, if ever, their fees will be paid. And the very magnitude of these fees operates, in this respect, to increase the evil. For, though it be still the *theory* of the profession that solicitors' fees are invariably paid in advance, everyone knows that in practice it is far otherwise; and that, though the clerks of some few of the great leaders still insist upon such payment, and though some few firms still voluntarily continue the practice, the vast majority both of counsel and solicitors prefer to run yearly accounts—a plan which, as between men of honour, is clearly advantageous to both parties. So well established is this practice, that most solicitors would, and justly, consider it a slur upon their character were a brief of theirs refused on the ground that the fee had not been paid. And though the obvious result of this system is to leave the barrister (who has no means of recovering his fees after the service has been performed, and who, if he had any such, would be prevented by professional etiquette from availing himself thereof) entirely at the mercy of his clients, still, the sense of personal honour which actuates the great majority of the profession, and the fear of the loss of caste which prevails amongst those few whose honour would prove too weak for the purpose, are found practically sufficient to render the system in question as beneficial to counsel as it is convenient to client. It seldom happens that any application for payment (other than sending in an annual list thereof in the manner now become usual) is needed; and in the one or two cases in which we have known a difficulty to be made about payment, a suggestion on the part of the clerk that he was willing to submit the question to the decision of the Law Institution, has been sufficient to procure a settlement. In the case of Parliamentary fees, however, their very magnitude renders counsel unwilling to rest upon the admitted personal responsibility of their immediate clients to them; and the excuse that the fees have not been recovered from the ultimate client, which no respectable solicitor can think of advancing in an ordinary case, is there generally considered so far satisfactory as to justify a request for delay. And as it thus becomes practically immaterial to the solicitor whether these fees are ever received or not, we fear that they are often overlooked in the preparation of bills of costs. But we are fain to believe that a case in which the company has actually paid the money to the solicitor, and yet the fees have not been paid over to

* 8 Sol. Jour. 691.

* 8 Sol. Jour. 849.

counsel, is almost, if not quite, unique; and that the case of Atherton, like those of Hughes and Buller, may be fairly taken as an instance of exceptional wickedness, from which the profession as a body is absolutely free.

In the *London Gazette* of the 9th instant an Order in Council is published which bears on the question of international law raised by the recent capture of the *Georgia*. While the aggressive temper at present shown by America towards England continues to be exhibited, the most prudent course this country can take with regard to maritime and international law will be found in steering clear of debateable subjects. Although this new Order may not prove satisfactory to hot-headed partisans who side with either of the parties in America, we believe it to be most beneficial to this country that the question of the legality of the sale of belligerent vessels in our ports should be thus definitively settled. It will be observed that the Order only relates to the present American war. We subjoin the text:—

Foreign Office, Sept. 8th.

It is hereby notified that her Majesty has been pleased to order, that for the future no ship of war belonging to either of the belligerent powers of North America shall be allowed to enter, or to remain, or be in any of her Majesty's ports for the purpose of being dismantled or sold; and her Majesty has been pleased to give directions to the Commissioners of her Majesty's Customs, and to the Governors of her Majesty's colonies and foreign possessions, to see that this order is properly carried into effect.

It is understood that Mr. Bates, the owner of the *Georgia*, has received the following communication:—

Foreign Office, Sept. 9, 1864.

Sir,—I am directed by Earl Russell to inform you, with reference to your letter of the 27th ult., that her Majesty's Government are of opinion that the case of the *Georgia* must go before the Prize Court in the United States, and that you must be prepared to defend your interest therein.

I am, Sir, your most obedient humble servant,

Edward Bates, Esq., Liverpool. H. Hammond.

The magistrates of the county of Lancaster, who in the month of March last appointed Roman Catholic chaplains, under the "Prison Ministers' Act," for the Kirkdale and Preston Houses of Correction, met last week at their annual session, and voted the sum of £40 for the purchase of vestments, chalice, linen, crucifix, candlesticks, and other articles necessary to enable the Roman Catholic minister to celebrate the services of his church. Much discussion took place on the subject; and we should have abstained from any notice of the circumstance but for a question which was raised in the course of the meeting, whether the magistrates, having power under the Act to appoint a Roman Catholic chaplain, were bound to make proper provision for the due celebration of the Catholic service. This is a question on which differences may hereafter arise, and which, we apprehend, is not definitively settled by the wording of the Act, although little doubt can exist as to its being within its spirit and meaning.

A solution of a question arising under the new Refreshment Houses Act has been arrived at by Mr. Alderman Challis, who on Saturday last dismissed a complaint made against a publican who was sending refreshments to a large printing establishment within the prohibited hours. He said, "This case is not within the spirit of the Act of Parliament; the man's house was closed, and therefore it does not come within the meaning of the Act, the object of which was to prevent persons seating themselves for the purpose of drinking only, and keeping the houses open for improper characters to assemble in. It was not intended that persons who were engaged in their duties elsewhere should be deprived of the necessary refreshment which they might require, and of having it sent to them." It is not desirable that this Act should be used in such a manner as to oppress a particular class of persons whom the Legislature could have had no intention to deprive of their accustomed sources of supply; and in the absence of any power or inclination in the police authorities to grant exceptional licences to publicans, we should be glad to see all the metropolitan magistrates interpret the Act in as liberal a spirit. In reference to this Act, the *Scottish Typographical Circular* has the following:—

The operation of this new Act of Parliament, which was passed for the purpose of checking the immoralities of the Haymarket and the night-houses of the metropolis, and which has effected much good in that direction, is causing much inconvenience to persons employed in the different newspaper printing-offices, more particularly to those employed in printing the morning newspapers, their work ending, and their necessity for refreshment arising, just at the time prohibited by the Act—namely, one to four o'clock in the morning. During the passing of the bill through Parliament, this inconvenience was pointed out to Sir George Grey by a deputation from the *Morning Herald*, *Advertiser*, *Daily News*, *Standard*, and *Telegraph* offices, on which occasion Sir George Grey promised the matter should receive his favourable consideration, and a clause was introduced into the bill giving the Commissioners of Police power to grant licences of exemption. The deputation subsequently applied to the City Commissioner of Police, under this clause, for licences for the houses by which they have been supplied with refreshments on leaving off work, and a few days afterwards were informed by the Commissioner "that the terms of the Act do not admit of his granting a licence exempting any person from the provisions of the Act, except upon some special occasion, and he regrets, therefore, that he is unable to accede to the application." Persons employed in the city markets are also prevented obtaining their coffee, &c., during the prohibited hours.

As an example of the wanton manner in which persons who get accustomed to any particular source of danger are liable to treat it, we may call the attention of our readers to a case which was tried last week at the Middlesex Sessions. Thomas Wyman was indicted for having driven a horse across the Great Eastern Railway, at a level crossing. It appeared that the prisoner and a lad had been sent to fetch a horse out of a field adjoining the railway. They endeavoured to catch the horse, but were unsuccessful in doing so, the horse giving them the slip and running away from them. The prisoner, with the view of driving the horse into the field on the opposite side of the line, opened the gates on both sides of the line of railway. The horse then ran out of the field and crossed the line, but instead of going into the opposite field, immediately turned back and ran along the line towards Edmonton Station. The prisoner followed the horse when on the line, but it ran from him, and he could not overtake it or turn it back. The gates were then shut by the lad, but in two or three minutes after the horse got on the line the train came. The horse was struck by the train, and became entangled in the front wheel and life-guard, but fortunately no accident occurred to the train, as it was stopped in time. Clearly it was the duty of the prisoner to have secured the horse before opening the gates, which allowed it to wander on to the line, and his not doing so can be attributed to nothing but gross carelessness. Had any lives been lost by the train being upset, a small punishment would not have met the case; and we consider that it was a mistaken lenieney towards the prisoner when the company, by Mr. Metcalfe, their counsel, expressing a desire not to punish the prisoner, the Court ordered him to enter into his recognizances in the sum of £50 to come up for judgment when called upon. Such a sentence, if sentence it can be called, would be taken by one of the prisoner's standing as a virtual acquittal, and he is now probably rejoicing over the result of the trial as much as if it were altogether and positively in his favour. Such decisions as this are unaccountable, and do not increase the respect of the unlettered for the majesty of the law.

What is the reason that provident societies so often appear in the police courts? Scarcely a week passes without some one of them being before a magistrate, either as plaintiff or defendant. Last week the St. Saviour's

Lodge of Odd Fellows had its treasurer sentenced to a month's imprisonment for defalcations, and since that time its secretary was committed on a similar charge to the Surrey Sessions for trial. The secretary of a Foresters' Lodge has also been charged with misappropriating the money of the lodge. Surely the system—which ought to be such as to establish a proper check on all transactions with the money of such an institution as a provident society—must be very insufficient where so many prosecutions are necessary. We believe these troubles often arise from attempts made to practise economy; and in cases where a man of business habits would be of the greatest possible service, the most lamentable instances may be found in which ordinary precautions have been neglected. The rules are perhaps properly framed, but the want of a directing spirit to carry them out gives rise to numerous evils, of which these prosecutions are not by any means the least.

Mr. Justice Shee was occupied on Tuesday and Friday, last week, at the Judges' Chambers, in the case of *The Queen* v. *Salte and Cheetham*, in which an application was made for bail. The defendants had been committed at Manchester for wounding, with intent to do some bodily harm to a man named Wild. They were brickmakers, and a "strike" had taken place. Mr. Terr and Mr. Chinney were heard in support of the application, and it was stated that unless the men were bailed they would be kept three months in solitary confinement before the winter assizes. Mr. Sleigh opposed the application. The men belonged to a club, and if they were let out of prison they would not appear. Mr. Justice Shee refused the application. Mr. Chinney repeated that the men would be three months longer in solitary confinement. His Lordship refused the application for bail; he was unable to interfere with the prison regulations.

At the last meeting of the Folkestone Town Council, the following singular missive connected with the Cinque Ports, of which Lord Palmerston is the Lord Warden, was read:—"Right Worshipful loving brethren, combarons, and friends,—We send unto you, and so, nothing doubting of your care in the performance of the promises in every respect appertaining, we commit you to God's protection and rest. From Hastings, this 5th day of August, one thousand eight hundred and sixty-four. Your loving brethren, combarons, and friends, the Mayor, Aldermen, and Council of the borough of Hastings.—Whereas, in consequence of the decease of the late Mr. Stringer, of New Romney, and also of Mr. Baker Bass, late of Dover, the office of solicitor to the Cinque Ports has become vacant, and the Mayor of Hastings, as speaker of the Cinque Ports, two ancient towns and their members, for this year, request to know whether, in the absence of a Court of Brotherhood and Guestling being called, your corporation will consent to the appointment of Mr. Stringer, of New Romney, son of one of the late solicitors, and Mr. Robert Growse, Town Clerk of Hastings, and solicitor, to fill the present vacancy.—To the Right Worshipful our very loving brethren, combarons, and friends, the Mayor, Aldermen, and Council of Folkestone."

It is understood that the revising barrister for the City of London will open his court on the 5th of October.

It is more than twelve months since the subject of touting for business by attorneys and solicitors was mentioned in our columns.* Now, as then, we are being continually supplied by our correspondents with advertisements and letters on the subject. Last week we inserted one letter, with its enclosure. This week we have others, which we have declined to insert, chiefly because our doing so might effect the object of the touters rather than hold them up to the reprobation they deserve from their professional brethren. We must again advise those of our correspondents who are members of the Incorporated Law Society to set that body in motion, with a view to put a stop to this widespread evil. No remedy has been suggested by any of our correspondents which would not do more harm than good.

* 7 Sol. Jour. 368.

It has been rumoured that the municipality of Stockport are about to memorialise Government in favour of the removal of the Cheshire assizes from the ancient capital of the county to their own town. In support of this proposal it is alleged that Stockport is the largest town in the county, and that it would be a more convenient place for the inhabitants of Cheshire generally. Probably the magistrates of the county may, when appealed to, have something to say on this subject; but unless there is to be a general scramble, among all the large towns in Cheshire, for the honour of having the assizes, we are inclined to think that there may be found in the county larger, more central, and more important places, which would, on that account, have claims superior to those of Stockport.

The desire to find fault appears to be inherent in some natures, causing persons to see everything from an unfavourable aspect, without regard to surrounding circumstances. This desire appears to have been developed to an inordinate degree in a gentleman signing himself "A Solicitor," and whose letter appeared in the *Times* of the 15th inst. His complaint is that he had to pay four useless visits to the Probate Court Department, because he did not, in the first instance, provide the necessary documents, and that when at length he went for the last time, he was kept waiting "at least five minutes," and the clerk refused to act without instructions from his senior, and that when the instructions were carried out, the office was closed, and his papers were refused him on that ground. Now, while we are willing to make allowance for the annoyance occasioned to anyone who has been working for a particular object, finding that after all he is ten minutes too late, we think this gentleman is particularly sensitive in committing himself to print on so very slight a ground. We do not for a moment wish to defend an official who refuses, simply because "the office is closed," to deliver out papers which an applicant is, as in this case, clearly entitled to; that might have been a good cause for applying to the head of the department; but the other parts of the complaint are simply frivolous. "A Solicitor" writes as if there could be no important business other than his own; as if those who attend public offices were not often forced to wait five or even ten minutes fruitlessly; and as if it were not common for persons ignorant of official requirements to have omitted to provide some important document. Far from wishing to defend official impertinence and red-tape generally, we are only glad, when an opportunity arises, to publish complaints tending to bring about a wholesome reform; but, at the same time, we feel bound to protest against such uncalled-for strictures as we have referred to.

The Bishop of Tuam laid the foundation-stone of another new church in West Connaught on Monday, September 5. It is to be erected at Ballinahinch, Connemara, on a free site given by the Law Life Assurance Society. The bishop, in performing the usual ceremony, expressed the gratitude of the Church to the society for having, through their considerate and efficient agent, given a grant of the ground without any solicitation.

The eighth annual meeting of the Social Science Association was announced last week to take place at York, on the 22nd inst. It is understood that the sections to whom the four departments of Jurisprudence, Education, Health and Economy, and Trade are assigned will sit for a week to discuss various questions of public interest, among which are the Law of Real Pro-

perty, the Legal Proof of Insanity, Prison Discipline, Public Schools and Grammar Schools, Juvenile Labour, the Utilization of Town Sewage, the Patent Laws, the Laws of Maritime Warfare and their effect on Commerce, Government Security for Small Investments, the Social Condition of the Cotton Districts, the Co-operative Movement, &c. Delegates are expected from Antwerp, Amsterdam, Bremen, Boston (United States), Hamburg, Lubeck, Copenhagen, Russia, and other countries, to assist in considering the subject of marine insurance and general average—a matter of much importance to the merchants and shipowners of all nations.

THE PROCEEDINGS OF THE LIVERPOOL CORONERS' COURT were brought to an abrupt termination on Wednesday last, owing to the coroner, Mr. P. F. Curry, being seized with a fit of apoplexy. The coroner was found insensible in his private room, whither he had betaken himself during the temporary absence of the jury. Two surgeons, who were in court, rendered immediate assistance, and Mr. Curry having somewhat recovered, was conveyed to his residence at Oxton, near Birkenhead.

THE RECORDERSHIP of Barnstaple and Bideford, Devonshire, has become vacant by the death of Mr. James Arthur Yonge, of the Western Circuit.

THE TEMPLE CHURCH.—This beautiful structure, which has been thoroughly cleansed during the vacation, will be re-opened for Divine service on Sunday, the 2nd of October. There will be a full choir, and the sermon will be preached by the Venerable Archdeacon Robinson, D.D., Canon of Rochester.

IN THE CASE of Major Marsland, which was reported last week,* Mr. Justice Shee has refused the application for release of the bankrupt, on the ground that the deed of composition was invalid under the Act.

PRIVATE BILL LEGISLATION.—No. II.

THE REFEREES OF THE HOUSE OF COMMONS.

One of the results of the outcry respecting Parliamentary costs, to which we alluded in our former article on this subject, has been a radical change in the standing orders of the House of Commons relating to proceedings on private bills. The select committee who were appointed near the close of last session to revise the standing orders, were instructed to consider the expediency of constituting referees, under the authority of the House, "for the more speedy and economical decision of certain questions of fact commonly arising on the proceedings upon private bills." The committee consisted of Colonel Wilson Patten, chairman of the committee of selection; Mr. Massey, chairman of ways and means, and of the standing committee on unopposed private bills; Mr. Milner Gibson, president of the Board of Trade; Mr. Bouverie, well known as an authority on the forms and procedure of the House; Lord Stanley; Mr. Gathorne Hardy; Mr. Ingham, Attorney-General of the County Palatine of Durham; Mr. Edward Egerton, Mr. Scourfield, Mr. Hassard, Mr. Adair—all members of the Chairman's panel for opposed bills; Lord Robert Cecil, Mr. Lowe, Colonel French, Mr. Ayrton, Sir Hervey Willoughby, and Mr. Hodgson. The committee duly made a report to the House in favour of the appointment of referees for the purposes aforesaid; and the House, after considerable discussion, have adopted the report, and authorised the appointment of the referees.

So soon as the inquiry into the matters referred to them has been completed, the referees are to make their report to the House, stating the facts upon which their opinion is founded, and the report is thereupon to stand referred to the select committee on the bill; and no further evidence is to be taken by the committee in respect of any of the facts so reported.

It will be seen that this is an attempt to separate the question of fact, which may arise on every opposed private bill, from the inferences to be drawn from the facts, and to assign to one tribunal the province of ascertaining the facts, and to another the responsibility of drawing the conclusions which these facts may warrant; and this with the view of introducing *speed and economy* into Private Bill legislation.

At the outset, a difficulty presents itself. It is not easy to inquire into the facts upon which the merits of any case depend, without mixing up therewith the consideration of the merits. In the examination, for instance, of a railway bill, the question of traffic is obviously a matter of evidence going to the very foundation of the scheme. The amount of traffic can only be ascertained by the production before the committee, or other judges of fact, of persons of local influence and experience, to state what traffic already exists in the district, or is likely to be developed if the railway be made. The opposition—whether arising from an existing company which dreads competition, from the promoters of a competing bill, or from landowners or inhabitants of the district, are driven to meet this evidence by counter-evidence. The question thus comes to be dealt with as a mixed question—partly of fact, partly of opinion. There can be but little conflict as to the actually existing amount of passenger or goods traffic in the district; but it is a question of opinion, upon which the most widely different views will be maintained, how far the line proposed by the bill will detract from the profits of a line already existing; how far the traffic will be better accommodated by the competing line; how far there is a capability of developing sufficient traffic to support a line at all, &c.; and in many cases it would be difficult to say whether it is a question of fact or of opinion whether there is or not a want of railway accommodation in the district. But the balancing of these conflicting opinions, and the solution of the question thence arising—whether, on the whole, the public benefit to be expected from the line will outweigh the private injury to be dreaded (which is always the ultimate question for decision on an opposed bill)—is peculiarly the duty of the Legislature, and one which Parliament cannot, consistently with the responsibilities of its position, delegate to any but its own members, and which, in fact, it is the sole function of the select committee to determine. Colonel Patten's committee seemed at a loss how to deal with this point, and ultimately proposed to confine the referees to an inquiry into the statistics of the existing traffic proposed to be accommodated—an inquiry obviously nugatory, for the reasons above mentioned. But the House has not acted upon the recommendation even to that limited extent, and a decision upon traffic is not apparently within the jurisdiction of the referees at all. We say apparently; for the referees are to inquire, in the case of railway bills, into any or all of the following matters, as to which petitioners desire to be heard in opposition—namely, "the engineering details of the undertaking;" "the efficiency of the works for the proposed object;" and "the sufficiency of the estimate for executing the same." Now, what is the "proposed object?" It is at least arguable that it is the accommodation of traffic, and not merely the construction of a line between two points on the map; and it will, no doubt, be pressed upon the referees, on behalf of the opponents of some bill, that if they cannot inquire into the traffic to be accommodated, they cannot report to the House on "the efficiency of the works for the proposed object." And a few considerations will show that there is *some* substance in the argument. The object proposed may, for instance, be to accommodate a mineral district, where no passenger traffic is to be expected, or the traffic anticipated may be of a mixed goods and passenger class; and the nature of the works depends, in a great degree, on this point. The referees will thus be forced, in order to come to a decision as to the facts,

* 8 Sol. Jour. 880.

to form their own opinion as to the nature and extent of the traffic—*i.e.*, to arrive at a conclusion upon the merits of the undertaking; and it will be difficult to say at what point they will be in a position to decline to hear a witness on the ground that he is entering upon the merits. Let us, however, suppose this difficulty fairly surmounted, and the report of the referees duly presented. There remains for the select committee to require evidence from the promoters respecting "the financial arrangements of the company; the merits, in an engineering point of view, of the proposed railway; and the degree of favour with which the project is regarded in the neighbourhood:" that is to say, the very same persons who previously testified to the facts before the referees, must now be brought back to town, perhaps from Caithness, to give evidence of opinion before the select committee. And this is a process introduced for the furtherance of "speed and economy" in Private Bill legislation! If this be a step in the right direction, then surely we ought to return to the old processes by which a court of law was required to determine the questions of law and fact which a court of equity thereupon applied to the particular case, and the "fusion" of law and equity which has been so successfully promoted, and is of such satisfaction to the public and the profession, by the Common Law Procedure Act on the one hand, and Cairns's and Rolt's Act on the other, has been a gigantic mistake! *Absit omen.*

And when the standing order which authorises the new court is examined, it will be seen that the machinery proposed is not likely to produce a speedy process. The Chairman of ways and means, with not less than three other persons, are to be referees; such referees to form one or more courts; three, at least, to be required to constitute a court: provided that the Chairman of every court shall be a member of the House. Though there is power given in the order to constitute more than two courts, yet the tendency would seem to be to limit the number to two; and it was not suggested that sufficient members could be had to serve more than that number. Now, it is calculated that there are on an average from 200 to 300 opposed bills every session, and if these are to be divided between two courts, and only one day to be given up to each bill (a moderate average), the session will be far advanced before either court can take up the later bills on the list, and the safety of the bill may be imperilled for the session through this delay in an early stage.

But this is not all: in the preparation of the new orders a difficulty of a fresh kind presented itself. Hitherto the question of *locus standi* has been left to be decided by the committee before whom the bill came; but if the referees were to have before them all persons who have a right to appear, it becomes necessary that this right should be ascertained before the committee can sit, and its determination does not come within the scope of the referees. To meet this difficulty, the Chairman of ways and means has now been declared to be the sole tribunal to decide all questions of *locus standi*. Thus a *third* court is constituted, and *another* stage introduced into the inquiry, involving further discussion and delay, and tending to increase the Parliamentary expenses.

We have thus briefly pointed out the nature of the new tribunal, and, notwithstanding the legal authorities under whose advice it has been created, we have ventured to express our reasons for the conclusion that the new scheme will not result in saving either time or money—a conclusion which is, we believe, that of the majority of the profession, so far as it is conversant with Parliamentary practice. However, the witnesses examined before Colonel Patten's committee stated that the Parliamentary agents were willing to facilitate the experiment; and, as an experiment, the harm done in one session cannot be great. We have refrained from commenting on the order which permits only one counsel to appear before the referees, on behalf of a petition either for or against a bill, because it did not seem to us to affect the peculiar merits or demerits of the scheme. We shall have a few words to say on this subject when we come to speak of Parliamantary costs.

INSANE PRISONERS ACT AMENDMENT.

The law of England is so tender with regard to its care for those in its custody, respecting whom it is supposed that they are incapable of taking care of themselves, and so jealous of its own dignity, that it is unwilling that any person should suffer the penalty of death, if, either at the time of the commission of his crime, or, subsequently to his condemnation, his mind and actions show symptoms of insanity. This provision for extending mercy to those who are suffering under a visitation of Providence, is founded on our English ideas of natural justice, and is the direct creature of legislation and not in any manner part of the prerogative of the Crown. Not many months since, it will be in the recollection of our readers, that a young lady was murdered by her lover, George Victor Townley, in the open day, and that the murderer was afterwards tried and convicted. Subsequently, upon the certificate of two medical men, and two justices of the peace, the Secretary of State ordered the prisoner to be removed to a lunatic asylum. Great popular clamour arose in consequence of this proceeding, and numerous unavailing attempts were made to procure the reprieve of another prisoner condemned to suffer the last penalty of the law. Many pleas were urged in favour of this latter prisoner, but, among others, it was said that there was one law for the rich and another for the poor, and that the first prisoner had escaped by means of money and family influence, and that if the second were not reprieved a riot might be expected. Sir George Grey was not to be intimidated by any such threat, nor was he moved by fear of any misconstruction which might be put upon his actions; he saw no reason for advising her Majesty to interfere with the course of justice, and accordingly the execution took place, and without any disturbance. So extensively had the popular interest been excited with respect to these two cases, that people brought themselves to believe that they had some connection with each other, and Sir George Grey was publicly called upon for an explanation of his reasons for removing Townley to a lunatic asylum. To the suprise of many it was clearly shown that the Secretary of State had had no choice, and used no discretion in the matter; he had simply granted a warrant in accordance with the provisions of the 3 & 4 Vict. c. 54, s. 1, which, for our present purpose, is to the following effect:—"That if any person, under sentence of death, shall appear to be insane, it shall be lawful for any two justices of the peace of the county, city, borough, or place where such person is imprisoned, to inquire, with the aid of two physicians or surgeons, as to the insanity of such person; and if it shall be duly certified by such justices and such physicians or surgeons, that such person is insane, it shall be lawful for one of her Majesty's principal Secretaries of State to direct, by warrant under his hand, that such person shall be removed to a lunatic asylum." A question has been raised as to whether Sir George Grey might not have refused to issue his warrant, and whether the words "shall be lawful" were compulsory. On this point we think it sufficient to say, that according to the accepted interpretation of Acts of Parliament, the words "may be lawful," are used when it is intended to give the option of refusing to carry out any provision, and that, in most cases, the words made use of in the section, as quoted, do not admit of any choice being exercised. It can scarcely be said that the 3 & 4 Vict. c. 54, had fallen into disuse; it would be more correct to say that it had never been used but in a very few cases; but it is quite plain that it had been lost sight of and forgotten, though not much more than

twenty years old. Sir George Grey having cleared his character from all imputations of favouritism, an inquiry arose as to the granting of the certificate on which the warrant was founded, and, without entering into particulars, we may add that certain irregularities were discovered. It was, moreover, urged that the Act made it too easy for a prisoner to escape punishment; because, when once the certificate is given, the Secretary of State has no voice in the matter, and, when a capital punishment has once been deferred, it is seldom or never carried out. Subsequently, an Act was passed last session (27 & 28 Vict. c. 29), which commences by repealing the first section of the former Act, in part set out above. The second section enacts that, when any prisoner, confined under sentence of penal servitude, or to answer any criminal charge, or under any summary conviction, or other civil process, appears to be insane, two or more justices of the peace, or visiting justices of the prison, are required to call in the assistance of two properly qualified medical men, physicians, or surgeons, and to inquire as to the insanity of the prisoner, and to certify the fact of his insanity, if proved, to the Secretary of State, who may, if he think fit, remove such prisoner, under his warrant, to a lunatic asylum. If the Secretary of State believes a prisoner, under sentence of death, to be insane, either by means of such a certificate or by any other means, he is to appoint two medical men to inquire into the sanity of the prisoner, and, upon their certifying the fact of his insanity, the Secretary of State is to direct his removal to a lunatic asylum.

The public may rest assured that the law cannot—with regard to prisoners sentenced to death—be now used for an improper purpose, as it might have been formerly. Before the passing of this Act, it was competent for the friends of the prisoner to get him reprieved, if they only set to work diligently to find two justices and two medical men to certify to his insanity. Who does not know or has not heard how easy it is to prove any man to be insane according to the ideas of two mad-doctors? and how difficult and invidious a task would it be for any individual, as against them, to attempt to set up a prisoner's sanity for the purpose of letting the law take its course; or, as the prisoner's friends might say, to compass his death. The fact of a doubt being raised on the point would, to some minds, suggest a sufficient reason for giving the prisoner the benefit of it, and he would be a bold man who could openly face the storm of opinion which might be raised against him. Fortunately, the public is relieved from this dilemma; it is now the business of the Secretary of State to institute the inquiry on which he will act, and the very meanest of her Majesty's subjects may be satisfied that the law is open to all alike. It is in the nature of things that the rich should be better able to obtain the fullest benefits of any law than can those whose means are only adequate for the supply of their daily wants, and whose entire resources are needed for the necessaries of life; but it cannot be argued on that ground alone that the law is unequal. Seeing that the excitement which was created by the case of Townley was the moving cause of the present alteration in the law, we do not regret the disturbances which then took place, because we cannot but feel that his case would have formed a bad precedent. Under the new Act, it is quite possible that a different conclusion might have been arrived at with respect to Townley; but, apart from the question of his sanity, the law, as it then stood, was capable of being misapplied, and would no doubt have been frequently misapplied, if the mode of setting it in motion had been more generally known, and it had not been repealed immediately after being called in question.

CRIMINAL CLASSES AT LARGE.—It appears that last year there were at large in Ireland 22,290 of the criminal class, whilst in an equal proportion of the population in England and Wales the number reached to 34,690.

EQUITY.

EQUITY REGARDS THE SUBSTANCE AND NOT THE FORM OF A TRANSACTION.—REVERSIONARY INTERESTS OF MARRIED WOMEN IN PERSONALTY.

Winter v. *Easum*, 12 W. R. 1018.

This case affords a very good example of the rule that equity looks to the substance and not the form of a contract. This rule is perhaps the most comprehensive in equity jurisprudence; for the maxim that "equity considers what ought to be done as done" is in reality a necessary deduction from the rule stated. It is acted upon by the Court not only where there is a choice between different constructions of the same instrument (for to this extent even a court of law will endeavour to effectuate the intention of the parties); but in equity the essence of a contract will be examined into and often upheld even when the instrument used is at law wholly void.

The reversionary interests of married women in personalty are, as our readers are aware, inalienable by any device whatever except so far as such interests are created by deeds other than settlements, and have been executed since the passing of the statute 20 & 21 Vict. c. 57. This incapacity of married women to assign reversionary interests of personalty, except under the circumstances referred to, is so complete, that, although the law connived at their parting with their freeholds, and even their chattels real, by means of fines, yet it has never permitted them to resort to similar fictions for the transfer of their personalty, or to accomplish indirectly the same object by a purchase of the precedent interests. We are not sure that the rule that the purchase of the precedent interests by the husband does not render the ultimate interest to the wife less reversionary than before, was founded upon principles of sound policy, or analogously to the favour with which our law has always regarded attempts to evade excessive restrictions on the alienation of property. However, the law at present rests, not on the old doctrine, but on the statute 20 & 21 Vict. c. 57, the only defect of which enactment is its want of retrospectiveness. Why a husband should not have the same power over the wife's reversionary personalty as he has over her reversionary realty, it is not easy to find any reason except the historical one, that formerly, personal property being comparatively of small value, was not comprised by the judges in the fictitious suits by fine or recovery, by means of which restrictions upon the alienation of realty, whether arising from the statute *de donis*, or the marriage of the parties, were evaded. If any particular description of the property of married women should be deemed unfit to be trusted to their unfettered powers of disposition, landed property would seem to belong to such a category; yet, chattels real, as we have stated, whether owned by them in possession or in reversion, are, as such, capable of alienation. If any restraint thereon is contemplated, it must be expressly imposed.

In the present case, the conveyance by a married woman of her reversionary interest in personalty by way of mortgage, in which the husband joined, was held to be binding, notwithstanding that the conveyance was not within the purview of the Act 20 & 21 Vict. c. 57. The facts were briefly as follows:—The plaintiff (a married woman), being entitled to the income of a fund for her separate use during the joint lives of herself and her husband, assigned the income to an insurance company, as a security for a loan to her husband, and, as part of the security, a policy was effected with the office on their joint lives, the moneys secured by the policy being made payable to the survivor, and assigned to the office by way of mortgage in the usual form. Upon the death of the husband, the wife claimed to receive the full benefit of the policy without paying off the mortgage, alleging that she had, under the policy, a reversionary interest which was incapable of assignment. The Lords

Justices, however, held that the policy of assurance and deed of mortgage were parts of the same transaction, and that, consequently, the policy subsisted only as a security to the office, with which purpose no settlement of the policy should be suffered to conflict. If the policy stood alone, the position contended for by the wife would have been irrefragable. Equity would then have followed the law. But the substance of the transaction being, not the settlement of a reversionary interest in personalty on a married woman, but the securing the assurance office as to the repayment of its loan, the Court decreed the legal rights of the wife to be subordinate to the essential scope of the whole transaction, which was to secure the Assurance Company. The maxim that equity follows the law, is, we think, one that ought not to be strictly followed in any case where the rules of the court will admit of its being evaded; for, although the genetic period of the Court of Chancery is commonly, and not incorrectly, supposed to have terminated with the *regime* of Lord Eldon, yet we think this ought not to have been the case, but that the Court should still exercise what may be termed its prerogative powers, and administer in equity a remedy in every case in which an instrument is void at law, not on account of a disregard of rules of public policy, but, by reason of some oversight in the conveyancer.

Re Hughes's Settlement, V.C.W. 12 W. R. 1025.

It has been long settled law that notice of an assignment of a chose in action must be given by the assignee thereof to the debtor, in order that such assignee may take priority over a subsequent assignee or mortgagee of the same interest. This rule was adopted analogically to the maxim that where the equities are equal the law will prevail. In order that an assignee shall be vigilant, so as to prevent his assignment or charge becoming an occasion of fraud to a subsequent assignee or incumbrancer, the Court expects that every assignee shall endeavour either to get the legal estate, or at least render the assignment as complete as the nature of the property admits: *Foster* v. *Cockerell*, 3 Cl. & Fi. 456. This is effected by giving notice to the party liable to pay the money. But the rule requiring notice to be thus given has never been extended to assignments of equitable interests, or charges on land. If the assignee of such an interest does not obtain an actual assignment of the legal estate, either to himself or to a trustee, his title will be always infirm, and not in the least protected by giving notice to the person having the legal estate. This distinction between assignees of choses in action and of equitable interests in land, really rests on no solid foundation. It is, however, too well settled now to be impugned, and the only difficulty that can arise in respect of this question is, whether the particular interest to be adjudicated upon is a chose in action or an equitable interest in land.

H. being entitled to part of certain moneys directed to be raised by trustees by the sale or mortgage of certain land, mortgaged his interest to J. without notice to the trustees, and afterwards became bankrupt. Wood, V.C., held that H.'s interest being a chose in action, and not an equitable interest in land, notice of the assignment should have been given to the trustees. In *Jones* v. *Gibbons*, 9 Ves. 409, an assignment of a mortgage was held valid against the assignor's subsequent assignees in bankruptcy, although notice of the assignment had not been given to the mortgagor. The present case was sought to be distinguished from those cases in which the trust was for a sale out and out (for then an interest in the proceeds would be clearly a chose in action), and was sought to be assimilated to *Jones* v. *Gibbons*. Wood, V.C., however, held that the case was governed by *Lee* v. *Howlett*, 4 W. R. 406, in which his Honour held that if the interest in question reaches the party as money, and could be claimed by him under no other designation, notice is necessary to perfect his title. The fact that the chose in action is secured on land, does not, as his Honour observed, render it the less a chose in action. This branch of law is still very unsettled. Where is the line of demarcation to be drawn between mortgages, rents, and other incumbrances on land, in respect of the necessity for giving notice? Would not a purchaser from the trustees, in the present case, according to the old rules as to the liability of a purchaser to see, to the application of the purchase money, be bound to see, to the satisfaction of the specified incumbrancers, if there were no general charge of debts? The principle of *Lee* v. *Howlett*, although now perhaps irrefragable, is certainly unsatisfactory, inasmuch as it does not offer any clear rule for future guidance. The decision in the present case, indeed, establishes that there is no distinction between a sale and a mortgage in respect of the necessity for an assignee from the *cestui que trust* of the proceeds thereof giving notice to the trustee; but it is, at the same time, to be regretted that this phase of the doctrine of notice is in so unsettled a condition.

COURTS.

COURT OF BANKRUPTCY.

(Before Mr. Registrar Hazlitt.)

Sept. 13.—*In re H. W. Goldring.*—The bankrupt, Henry William Goldring, had carried on business at 82, Lombard-street, as a merchant. At an adjourned meeting of creditors now held, a resolution was carried for a winding-up out of court. A preliminary statement of affairs discloses debts to the extent of £50,694, with liabilities £2,262; the assets are returned at £43,118, and consist for the most part of balances due upon consignments.

The solicitors to the estate are Messrs. Sole, Turners, and Hardwick.

(Before Mr. Registrar Pepys.)

—— *In re Paul Bedford.*—At a first meeting held under bankruptcy of this well-known actor, proofs of debts were tendered and admitted, but no creditors' assignee was elected. The liabilities are of trifling amount—some £250—and it is stated that arrangements are pending with a view to payment in full of all the creditors. The bankruptcy would appear to have been precipitated in consequence of the adoption of legal proceedings against Mr. Bedford upon a bill of exchange, to which he was induced to add his name as security for another person.

The next meeting is fixed for the 18th of October, at one o'clock.

Messrs. Lewis & Lewis attended the meeting as solicitors for the bankrupt.

JUDGES' CHAMBERS.

(Before Mr. Justice Shee.)

Sept. 13.—*In re Frederick Insoll.*—Mr. Chitty applied, on the part of Frederick Insoll, a prisoner in Hereford gaol, to put in bail to prosecute an appeal at the quarter sessions, under extraordinary circumstances. Insoll was a bankrupt, and a tenant of a Mr. Masefield; he removed his goods away from the place, and was summoned before justices in petty sessions at Ledbury, and committed under the Act of the 11th of George II., passed in 1738, for two months, for fraudulently depriving the landlord of his rent by distress. He stated that he was a bankrupt, and protected; on which the justices held that he had no goods to distrain upon, and committed him for two months, although the Act stated that an offender should be committed for six months to hard labour. The commitment was made on the 11th of August, and on the 30th of August an application was made on his behalf to Mr. Justice Shee, on the ground that the commitment was bad. His lordship, however, refused to interfere, and the facts were brought under his notice on an application to put in bail to prosecute an appeal.—Mr. Butterworth, on the other side, contended that the application was made too late, and under the Act in question, the order having been executed, and the time half expired, it could not be granted.—Mr. Chitty said an application had been made to the justices a few days since, and they held it was "too late." He, however, contended that under a case he cited an application might be made before the expiration of the imprisonment. It was a monstrous case, and, according to a recent case which had been reported in the newspapers, a bankrupt was entitled to his protection from a

debt, and the commitment could be got rid of by paying a sum of money.—Mr. Justice Shee considered the Act of Parliament and the authorities cited. His lordship held that as the order had been executed he could not interfere.—Mr. Chitty intimated that other proceedings would be adopted in the matter.

MIDDLESEX SESSIONS.

(Before Mr. Serjeant GASELEE.)

Sept. 7.—Thomas Wyman was indicted as follows:—That unlawfully he did, by a certain unlawful act, that is to say, by then opening certain gates at a certain occupation crossing of a certain railway called the Great Eastern Railway, situate at the parish of Edmonton, in the county of Middlesex, such occupation crossing being called Ellis's Crossing, and by then and there driving a certain horse on, to, upon, and across the said railway, endanger the safety of certain persons then conveyed and being in and upon the said railway, against the form of the statute in such case made and provided.

Mr. Metcalfe (instructed by Mr. Ashley), solicitor to the Great Eastern Railway Company) prosecuted; the prisoner was undefended.

On the 17th of August, between eight and nine o'clock in the morning, the driver of the 8.25 a.m. train from Enfield to London, when travelling near a curve on the line close to Mr. Ellis's occupation crossing between Enfield and Edmonton stations, observed a cart horse running upon the line in the direction of the train that was approaching. He whistled to direct the guard of the train to apply his break, and he shut off the steam and reversed the engine. The life-guard struck the horse while the train was still in motion, and pushed it along the line for about 120 yards, the animal's body getting entangled with the front wheel and life-guard until the train could be stopped. The train was travelling, when the driver first saw the horse, at the rate of about thirty-five miles an hour, but from the position of the line the driver could not see the obstruction for more than about 160 yards. The driver saw no one who appeared to be in charge of the horse. The guard of the train, hearing the driver whistle twice, immediately put the break on. The train was stopped within about 200 yards from the place where the horse was struck by the engine. The prisoner and a lad named Howell had been sent to fetch a horse out of a grass-field adjoining the railway. The prisoner, with the view of driving the horse into the field on the opposite side of the line, opened the gate of the field in which they were, and walked across the line and opened the gate of the other field also. He then came back to the field they were driving the horse from, and stood by the gate-post of that field, while Howell attempted to drive the horse across the line into the other field. The horse than ran out of the field they were driving it from, and crossed the line; but, instead of going into the other field, immediately turned back, and ran along the line towards the Edmonton station. The prisoner followed the horse when on the line, but it ran from him, and he could not overtake it or turn it back. Howell then closed the gates, but in two or three minutes after the horse got on the line the train came up. The act complained of was one calculated greatly to alarm those in charge of the train, and was fraught with the utmost danger to all travelling by it, as, had not the life-guard fortunately protected the whole of the engine as it did, the train would in all probability have been thrown off the line, and, considering the speed at which it was then travelling, the consequences must have been most disastrous to the lives and limbs of those being conveyed by it, as there was no doubt that the train had a very narrow escape.

Mr. *Metcalfe* said the company felt bound to prosecute in this case with the view of ensuring, as far as possible, the safety of their passengers, but without wishing to press the matter unduly against the prisoner, who appeared to have done what he could when too late to remedy his great want of proper precaution.

The facts having been proved,

The jury found the prisoner Guilty.

Mr. *Metcalfe* said there was no desire on the part of the Great Eastern Railway Company to press the Court to punish the prisoner, but to protect the passengers on their line, and to be a caution to all persons for the future against doing anything on the line, which might lead to the most dreadful consequences.

Mr. Serjeant GASELEE, adopting that view, ordered the defendant to enter into his own recognizances in the sum of £50 to come up for judgment when called upon.

GENERAL CORRESPONDENCE.

INCORPORATED LAW SOCIETY.

Sir,—I am sorry to see that out of about 10,000 attorneys in England and Wales, not 2,000 are members of this society. How is this to be accounted for? I see, by a letter signed "B. P. A.," in your last week's Journal, that the officers of the Institute are very slow in circulating the minutes and general orders. This may operate, in some degree, in preventing the profession generally from becoming members; but, in my opinion, the great stumbling-block is the admission fees of £5 for town members, and £2 for country members. This, in my opinion, should be at once abolished, if the Institute wish to increase their numbers. Now, the admission fee for town members is £5, which must be paid before you can be a member, which, with the £2, the first year's subscription, makes three-and-a-half years' subscription for the first year; and a country member has to pay, with his admission fee, three years' subscription for his first year of membership.

In addition to abolishing the admission fees, I would recommend the Institute to divide the members into three classes—town members, environ members (which should be those living within, say, fifty miles of town), and country members (those living beyond that distance). Let the first pay £2 a-year, the second £1, and the third 10s.

I have often, for years past, wished to become a member of this useful society, as I think it is very desirable that *every attorney* should be a member; but the admission fee of £2, and the yearly subscription of £1, has deterred me. As I happen to live some 200 miles from town, and do not visit it once in three years, the hall, with its library, would be of no use to me; the only benefit I should derive from becoming a member would be, the being furnished with copies of the minutes of the meeting of the society, and the Rules of Court; and if these are always delayed as stated by your correspondent "B. P. A.," ten shillings yearly would be ample for them.

The Solicitors' Benevolent Association, when it first started, demanded admission fees. I wrote them condemning the fee, and refusing to join till it was abolished. It is abolished. I am now a member, and, at my solicitation, all the attorneys living in my little town have become members also.

Recommending this letter to the consideration of the Council of the Institute, I am, J. T. SHAPLAND.

Sept. 8.

COUNTY COURT PRACTICE.

Sir,—I take leave to answer Mr. Every's question as to "County Court Practice." In doing this, I beg at once to say that I know of no case in point, but I think we can reason to a safe conclusion. The point is one which will, I trust, lead to an amendment of the law—that is, if I rightly understand it. This, however, is not free from difficulty in cases where shares have not been ascertained. We must not overlook the present remedies in the Court of Chancery. The expense of these is, however, a serious question in small matters.

The case put by your correspondent is shortly, as I understand it, this:—The intestate left eight adult children, one of whom took out administration. It seems that the son who took out administration had a claim against his father's estate. That claim, however, was, as it is said, discharged out of profits; the administrator, I suppose, carrying on his father's business. Presently one of the other sons sues his brother, the administrator, for his distributive share. This action was brought in one of the county courts, and the judge nonsuited the plaintiff. It seems that the ground of the nonsuit was that the share in question *was unascertained*. The judge was, I think, right, since the remedy only applies to any share which could be enforced at law.

It is not, I think, sir, necessary to go into the case of *Pears v. Wilson*. That case does not seem to apply—or rather, I should say, it is distinguishable. If the judge had done more than he did, he must have administered the property. Whether the judge might not have helped the plaintiff a little is, I think, questionable. Some judges very kindly and effectively do this, and it is a great advantage to the suitor. However, it seems that the property in question *was unconverted*, and the share was, consequently, unenforceable except in equity. A better remedy than that now existing is clearly wanted for small cases, and especially of intestacy. The litigation in question is of a lamentable character, as it was that of one brother against another. Could no family influence be exercised in such a case as this? This I must leave. It is really a question which calls for attention by the Legislature. A more

simple and inexpensive system is wanted, in which these courts shall partake more of the character of *domestic tribunals*. We are a little behind the French in this, as we are in some other things. One cannot but agree with your correspondent as to the hardship of this case. It shows a very unsatisfactory state of the law in such a matter. J. CULVERHOUSE.

Sept. 12.

APPOINTMENTS.

UTRED KNOX, Esq., to be clerk of the peace for the county of Sligo, vice Edward Jones, Esq., deceased.

THOMAS WOODCOCK, of Haslingden, in the county of Lancaster, gentleman, to be one of the Perpetual Commissioners for taking the acknowledgments of married women.

Mr. ROBERT G. HINNELL has been appointed town-clerk of Bolton.

Mr. CHARLES SMITH, of Worham, Essex, has been appointed clerk to the justices of the Ongar division of that county, in the room of Mr. Wm. Baker.

ERRATUM.

The address of Mr. J. APPLETON* should have been 8, Crosby-square, instead of Broad-street-buildings.

IRELAND.

THE QUARTER SESSIONS BENCH.

Mr. Longfield's Parliamentary paper, showing the number of days occupied by the Chairmen of Quarter Sessions in the business of their courts, in 1861, 1862, and the first half of 1863, in contrast with the time spent by the English County Court Judges in disposing of their business, will excite considerable attention, and probably produce results important to the Irish Bar. It appears from this document that the highest total of days spent in judicial business by an Irish chairman, was that of the assistant-barrister for Antrim—88 days in 1861 and 1862 respectively. The chairman of the East Riding of Cork sits on an average 84 days, and of Londonderry 72; but there are a number of others whose average is under 20, and even under 10. The average would be between 20 and 30. The average of the English County Court Judges is above 140 days, and their salaries range from £1,000 to £1,500. Whether this return may become the groundwork of a movement in favour of economy in legal administration, we cannot say, but its disclosures are of manifest importance.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

CRIME IN FRANCE.

A letter from Paris says:—"In certain cases France allows the citizen to take the law into his own hands, and cheat the tribunals of a lesser crime, to indulge them with an investigation into the greater. A man here, instead of carrying his complaint before Judge Wilde, inflicts punishment according to the force of his passion, and if the wrongdoer dies he takes his trial for murder, with the conviction that an equitable jury will find in his favour. This system has, I presume, been found to work well, for no reform is urged from any quarter. It may be that the check is considered wholesome when a man knows that the breaking of a certain commandment may bring about sharp and speedy vengeance. The absence of a divorce court may also be pleaded in favour of not abolishing this Lynch-law. But, surely, when this justifiable murder is premeditated, it should not be tolerated in a land whose laws are supposed to be strong enough to meet all requirements. For two days the assizes of Tarn and Garonne have been occupied with one of these cases, in which a father and his two sons were accused of the murder of a man called Vigie. Vigie had had criminal intercourse with the wife of Betolières, and this man and his two sons laid a plan to catch him *flagrante delicto;* they admitted to their confidence the son of the murdered man, who was to watch his father's movements, and warn the three assassins when he left his house on his guilty errand. The Betolières were at home one evening when they heard a horn sound; this horn was blown by young Vigie, to show that his father had started for their house. Vigie knocked and was admitted. There was a terrible scuffle, the business was soon over, and one of the sons called out to his mother to come and look at the corpse. The youngest Betolières and Vigie's son went and told the authorities what had occurred. Justice went to the spot, and found the victim, horribly bruised, lying dead, and beside the body was a wooden shoe, which had been broken on his skull. The penal code was searched, and it was discovered that Articles 296 and 304 applied. The case was sent for trial, and at the trial the prisoners were defended by M. Jules Favre, and another advocate less known to fame. Vigie's son was charged with complicity. The code may give a man the right of avenging the greatest wrong which can be done to him, but it would be hard to find an article allowing a man's own son to join in a deliberate plot for his father's assassination. The son is said to have been on bad terms with his father, and so, instead of warning him, he allowed him to walk to his doom without a word. As an accomplice he slew his father, because the two were at enmity, whereas the other prisoners assassinated to gratify their vengeance, and in strict conformity with the law of the land.

M. Jules Favre, in concluding his address to the jury, declared that his clients—"sentenced to the slightest punishment would be unhappy. They were provoked. The aggressor came to search his death upon the theatre of his debaucheries. Their three hearts [those of the prisoners, I presume] are in my hand; I give them to you; they would be broken by a condemnation," &c. Of course there were witnesses to speak to character, and a doctor to declare that Vigie was dead.

The following are translated from the *Journal du Notariat*:—

THE CONVICT LATOUR.

Jacques Latour has been visited by the prison surgeon and by the almoner, whom he has repulsed. His counsel M. Ernest Joffrès, goes to see him daily, and the condemned man amuses himself by talking to him of his daughter Anne, a child of eight years of age, at present with her mother at Balna, of his family, of his village, and of people whom he knows. Jacques Latour affects to disbelieve the reality of his condemnation. He continually protests his innocence. He expects to be led to the scaffold, to be placed under the fatal knife, but he pretends that it is only a stratagem, and maintains that, after having placed him on the plank, they will withdraw to proclaim his innocence, and afterwards to set him free. He speaks with a smile on his lips of his speedy return to Sentein, and of the trade in chickens and turkeys to which he will betake himself. He has, it is said, composed the song which he intends to sing in walking to the scaffold. He would only make known to his counsel the last couplet, probably the refrain:—

Come, poor wretched victim,
Your day of death is come,
And 'gainst your life the bloody knife
Of tyrants 'waits your doom.

"It is not Jacques Latour," he is continually saying, "that you will make to believe in his condemnation." "If I had been condemned," said he, "would not the president have said, 'Jacques Latour is condemned to capital punishment?' He said, to the punishment of death. I am condemned to death ever since I was born. To what death have they condemned me? *à la mort à la sauce tomate, ou à la sauce piquante?*" What courage, or else what impudence! He said to his counsel—"They wish for a victim; they shall have one. I have only one request to make of you. If you have my interest at heart, have the scaffold prepared immediately, that my tortures may be at an end. I am one in ten thousand!" The grand tragi-comic drama draws near its end.

CAPITAL PUNISHMENT.

Alphonse Karr is well known to be an advocate of capital punishment; and since this question has been mooted, the following passage from the author of "Guêpes" has often been quoted—"Let us abolish capital punishment, that assassins may begin business." The *Siècle* has alleged that this freak of its spirited contributor was only an amusing paradox. Alphonse Karr has protested, and in a long article addressed to the *Siècle* has demonstrated, that this phrase is only a *résumé* of his opinion in favour of the continuance of capital punishment. We are unable to recapitulate the very original pleading of Alphonse Karr; we content ourselves with giving the conclusion of it:—"These are my conclusions. To maintain the abolition of capital punishment, one may argue without any very powerful conviction, because this kind of argument is fruitful in brilliant and easy phrases, because it has a false ap-

* 6 Sol. Jour. 8

pearance of generosity, liberality, and humanity. To maintain the contrary opinion, which is less popular, and of which the success is less certain, because it is an opinion more commonly entertained, one must have a very strong conviction on the subject. This is a remarkable age, for we hear sheep bleat. It seems that our dogs from time to time destroy a wolf. Ah! poor wolves! Or we hear the flies hum. We say that the servant's broom destroys the spider's web. Ah! poor spiders! However, I, for my part, am naturally of a benevolent disposition. I say—ah! the good sheep!—ah! the sweet and pleasant flies! But if these sheep and these flies should say, Oh! what wicked dogs!—what a nasty broom!—what a bad servant! we must muzzle the dog, we must burn the broom, we must drive away the servant. I say the sheep are unjust, the flies want common sense, and I conclude by thinking sadly that what I have said is perfectly understood in my little phrase, Let us abolish capital punishment, that assassins may begin business.'"

AMERICA.

We extract the following important case from the *Legal Intelligencer*:—

SUPREME COURT.—MURPHY AND WIFE *v.* NATHANS.

Unrecorded mortgage—Notice.

Error to the Court of Common Pleas of Schuylkill county. The opinion of the Court was delivered by STRONG, J.

This was an action of ejectment brought by Rebecca Nathans against Michael Murphy and his wife, Margaret Murphy, to recover the possession of a lot of ground in the borough of Pottsville. The lot belonged to the plaintiff prior to and until the 10th of September, 1847. On that day articles of agreement were entered into between her agent, Nathan Nathans, and Michael Murphy, by which it was agreed that she should sell the lot to Michael Murphy for the sum of 2,000 dols., of which he covenanted to pay one-fourth cash, and the remainder in three equal annual payments, which, with the interest on them, were to be secured by bond and mortgage on the premises. 500 dols. were paid by Murphy on account of the purchase, and on the 18th day of October, 1848, the second instalment of 500 dols., with the interest upon the whole, was also paid by him, and a deed was made to Robert Woodside, who executed a mortgage to Rebecca Nathans for 1,000 dols., a sum equal to the remaining purchase-money. The evidence given at the trial tended to establish that the deed was made to Woodside at the request of Michael Murphy, and that Woodside acted as the agent of Mrs. Murphy. The mortgage was not recorded until some years afterwards. On the 26th day of October, 1848, nine days after the deed had been made to Woodside, and after he had executed and delivered the mortgage to the plaintiff, he conveyed the lot to Mrs Murphy by deed reciting a consideration of 2,000 dols. paid. In reference to this conveyance, Mrs. Margaret Foy, the mother of Mrs. Murphy, and a witness produced on the part of the defendants, testified that she negotiated the purchase from Woodside for the sum of 2,000 dols.; that she paid the whole consideration (2,000 dols.) to him in October, 1848, and directed the deed to be made to her daughter, Margaret Murphy; that the deed was so made, and delivered to the witness in the presence of Mrs. Murphy; and that she, Mrs. Foy, had no knowledge of the existence of a mortgage on the property to Rebecca Nathans. Such was the title under which the defendants resisted a recovery in this action. The title of the plaintiff was as follows:—In 1856 proceedings were instituted upon the mortgage above described, given by Woodside to Rebecca Nathans, and judgment was duly recorded against Woodside's personal representative, he having deceased. A *levari facias* was sued out upon the judgment, a sheriff's sale of the mortgaged premises was made to the plaintiff, and a sheriff's deed was given to her on the 4th day of June, 1857.

Such being the condition of the titles of the parties, it is manifest that the right of the plaintiff to recover depends upon the question whether Mrs. Murphy knew of the mortgage given by Woodside at the time when the conveyance was made by him to her, unless the fact, if it be a fact, that Mrs Foy paid the purchase-money for her daughter, without notice of the mortgage, enables Mrs. Murphy to defend under her. The Court below instructed the jury that this did not put Mrs. Murphy in any better position than she would be in if she had made the purchase and paid the money herself, if she knew at the time the deed was delivered to her of the existence of the mortgage from Woodside to the plaintiff. This it is insisted was error; and it is argued that Mrs. Foy, having negotiated the purchase and paid the purchase-money without notice of the unrecorded mortgage, is to be regarded as the real purchaser, though the deed was made to her daughter, by her direction; that there was a resulting trust in favour of Mrs. Foy, Mrs. Murphy holding the legal but not the beneficial ownership; and that the latter is therefore in the same situation as Mrs. Foy would be in had the deed from Woodside been made directly to her. The argument is unsound. Mrs. Foy can in no sense be regarded as a purchaser, although she conducted the negotiation and paid the consideration. She took no title either legal or equitable. The legal title passed by the deed to Mr. Murphy, and the payments of the purchase-money raised no resulting trust in favour of Mrs. Foy. No doubt, the general rule is that when an estate is purchased in the name of one, but the purchase-money is actually paid at the time by another, a trust results in favour of him who pays the purchase-money. The existence of such a trust may be disproved, however, or rather the legal presumption of its existence may be destroyed, in many ways. In most cases it is effectually rebutted by proof that the person who pays the consideration for the grant is the parent of him to whom the deed is made. When such is the relationship of the parties, the law raises no resulting trust in the grantee; or, as it is sometimes said, it presumes that the payment of the money was an advancement rather than the creation of a trust. Other circumstances, combined with the payment of the consideration by a parent, will sometimes enable a Court to declare that a trust was intended, and induce the Court to enforce it. But in the present case there is no pretence that anything exists to shake the presumption that when Mrs. Foy paid the price of the lot to Woodside, if she did pay it, and directed the deed to be made to Mrs. Murphy, her daughter, the transaction was anything more than an advancement. It gave Mrs. Foy no equitable interest. It was the same, in effect, as if the money had been given to the grantee in the deed, and by her paid to the grantor. Now, when it is remembered why it is that a purchaser for valuable consideration, with notice of a prior unrecorded mortgage, takes the land purchased subject to the mortgage, it is plain that Mrs Murphy cannot protect her possession under Mrs. Foy. The recording acts are substantially statutes against frauds. They were intended to protect *bonâ fide* purchasers for value, and mortgagees, against prior secret sales and incumbrances, not to be themselves instruments by which the first vendees or mortgagees may be defrauded. The mischief intended to be remedied is well described in the preamble to the statute of 7 Anne, c. 20, which is in substance, "Whereas, by the different and secret ways of conveying lands, &c., such as are ill-disposed have it in their power to commit frauds, and frequently do so, by means whereof several persons have been undone in their purchases and mortgages, by prior and secret conveyances and fraudulent incumbrances." Then follows a provision for the registry of deeds and conveyances, with an enactment that they should be adjudged fraudulent and void against any subsequent purchaser or mortgagee for valuable consideration, unless a memorial of them be registered as directed by the Act. An unrecorded mortgage is good at common law. It is to protect a subsequent *bonâ fide* purchaser, or a subsequent *bonâ fide* mortgagee, that the statute postpones it. It is that he may not be deceived by a false appearance; that he may not be injured by a secret prior conveyance or mortgage. If the junior grantee knows of the first mortgage, though unrecorded—if he has such knowledge when he takes his deed, he cannot be injured. The mortgage is not secret as to him, and hence he is not within the protection of the statute. He is not a *bonâ fide* purchaser. In the leading case of *La Neve* v. *La Neve*, Ambler, 436, Lord Hardwicke declared the ground of the rule that a second purchaser for value, with notice of a prior unrecorded encumbrance, shall take subject to it, to be plainly this, "That the taking of a legal estate after notice of a prior right makes a person *mala purchaser*, and not that he is not a purchaser for a valuable consideration in every other respect. This is a species of fraud and *dolus malus* itself; for he knew the first purchaser had a clear right to the estate, and after knowing that, he takes away the right of another person by getting the legal estate. . . . Now, if the person does not stop his hand, but gets the legal estate when he knew the right was in another, *machinatur ad circumveniendum*. . . . Fraud, or *mala fides*, therefore, is the true ground on which the Court is governed in the cases of notice." And in the same case it was laid down that notice to an agent or attorney of the second purchaser is notice to the purchaser himself. The doctrines of *La Neve* v. *La Neve* are the unquestioned doctrines of courts of equity now. The courts interfere on the ground of fraud, and the fraud consists in taking a deed from a prior mortgagor, and using it to de-

feat the mortgage, when it was known at the time the deed was taken that the mortgage had been given. It is in the grantee's not "stopping his hand." His act is giving voluntary aid to the grantor's efforts to sell what he has already sold or mortgaged, and thus depriving the first purchaser or mortgagee of the fruits of his bargain. To prevent this, equity declares that such a grantee shall not set up his deed to the prejudice of the holder of the prior right, the maxim being "*fraus et dolus nemini patrocinari debent.*" This is clear, therefore, that if, at the time when Mrs. Murphy obtained her deed from Woodside, she knew of the mortgage given nine days before to the plaintiff, the recording acts would only be an instrument of fraud if she may use them to protect herself in the enjoyment of the land by right superior to the mortgage. It was fraud in her to take the deed for anything more than the grantor had left to convey, and it would be fraud in her to use the deed to the hurt of the mortgagee. There was no error then in submitting the case to the jury on the question whether Mrs. Murphy, at the time she purchased and received the deed from Woodside, knew of the mortgage to Rebecca Nathans, with the direction that if she did the plaintiff was entitled to recover.

It might be added that if, as Mrs. Foy testified, Mrs. Murphy was present when the purchase-money was paid, and the deed to her was delivered, she could not innocently conceal her knowledge of the prior mortgage, permit the money to be paid, a deed to be made out to her, and then claim to stand in the position of a *bonâ fide* purchaser.

Nor could the Court have affirmed any of the points proposed by the defendants below without manifest error. If the evidence given at the trial is believed, it leaves no reasonable doubt that Mrs. Murphy knew well of the mortgage to Rebecca Nathans when she took the conveyance from Woodside. Indeed, the proof is that Woodside was her agent in the transaction, made so doubtless for the very purpose of giving the mortgage for the remaining purchase-money unpaid to Miss Nathans, rather than having it given by herself, a married woman. She said Woodside was her agent; so did Woodside himself, and so did Michael Murphy, her husband, through whom a part of the original purchase-money was paid. It is true the title of a *bonâ fide* purchaser is not to be affected by vague and indefinite rumours; but the evidence in this case is most direct and positive that the agent of Mrs. Murphy had notice, and, when all considered, it is hardly less that she knew of the mortgage herself. It was then quite impossible for the Court to charge the jury that the plaintiff could not recover. And clearly it could not have been affirmed that a written acknowledgment by Mrs. Murphy that she knew of the mortgage when she took her deed, and that it was understood she should pay it, was of no effect, no matter when it was made.

We discover no material error in the admission of evidence. The agreement between Nathan Nathans, who acted as an agent for Rebecca Nathans, and Michael Murphy, followed as it was by proof of Murphy's partial payments, and of the deed to Woodside made at Murphy's instance, by proof that Mrs. Murphy said Woodside was her agent, and by his subsequent conveyance to her, was admissible as a link in the chain of title, and as showing the agency of Murphy himself. It may be that, if the testimony of Mrs. Foy be assumed as verity, and a complete account of the transaction, the agreement was superfluous, and perhaps irrelevant. But it was not for the Court to ignore the theory of the plaintiff, supported as it was by evidence, and rule out what tended to confirm it. It may be admitted, as was decided in *Snyder v. Sponable*, 1 Hill, 567; 7 Hill, 427, that notice of a prior unrecorded mortgage given to the husband will not affect the wife when she is a purchaser for value; but if the husband acts as her agent in the acquisition of her title, notice to him is notice to her. Now, when it is observed there was evidence that Michael Murphy bargained for the lot for the price of 2,000 dols.; that he paid half of the purchase-money, and then directed a deed to be made to his clerk, who acted as an agent for Mrs. Murphy; that Woodside, the clerk of the husband, and the agent of the wife, then gave a mortgage for the unpaid purchase-money, to which Murphy was a witness; that Mrs. Murphy joined her husband in requesting it should not be recorded, saying the money would be forthcoming for the whole; that nine days after Woodside made a deed to her; that subsequently she declared in writing it was understood at the time of the conveyance that the property was subject to the mortgage, and that it was to be paid by her; and still more, that two years afterwards she paid interest on the mortgage by her own cheque,—there can be but little doubt that both Woodside and her husband were her recognised agents. At least, the jury might well have inferred such an agency from this evidence. And if it existed, the acts and declarations respecting the mortgage to which objection was made were those of the grantees. Taking the evidence as a connected whole, we are of opinion that it was rightly received.

The only remaining assignment of error is that the verdict is erroneous. This is not assignable for error. It is probably meant that the Court erred in entering judgment on the verdict as found. The jury found in favour of the plaintiff, with six cents damages and six cents costs; but attached to it a condition that the verdict should be set aside on the payment by the defendant of the amount of the mortgage, with interest, on or before a day specified.

It must be admitted this was not a case for a conditional verdict. The defendants had a clear legal title, or nothing. They had no equity to be protected. But the opportunity given to them to redeem the land is not a matter of which they can complain. It was an error in their favour. In fact, this part of the verdict was mere surplusage; the finding of an immaterial matter. It has not in any way injured the defendants; it does not stand in the way of their trying the title in a new ejectment if they think it worth the trial. We cannot refuse the judgment for this reason.

The judgment is affirmed.

SPAIN.

The Madrid journals give an account of the recent trial of several persons for a conspiracy to murder, which has been under investigation for more than a year. On the 23rd June last year, a police inspector named Pedro Plaza presented a report to his superiors, stating that he had received a visit from an ex commissary of police, who offered him 12,000 piastres if he would take part in an affair which required the assistance of an official person. The matter was simply to murder a man named Cabello, who was very rich, and had no near relatives. It was proposed that one of the accomplices should knock Cabello down in the street so as to stun him, and that the others, under pretence of helping the injured man, should carry him home, where two accomplices, one a notary, the other a physician, were to make him sign a will already prepared, and then kill him with a strong dose of chloroform. The police-inspector accepted the offer, but at the same time took measures for arresting the parties concerned. He was accordingly privy to all the arrangements made, and on the evening fixed for perpetrating the crime all the accomplices were at their post; but it happened that before their intended victim came, the doctor took alarm on seeing two police officials whom he knew lurking in the neighbourhood. He accordingly withdrew under pretence of visiting a patient. The conspiracy consequently failed, but the police-inspector had all the ten conspirators arrested, and committed for trial. All were found guilty. The ringleaders, a barrister named Barrola, Garcia, a notary, and Jose Pasara, a landowner, were condemned to ten years' hard labour, two others to five years of the same punishment, and the remaining five each to ten months' imprisonment.

OFFICE OF LAND REGISTRY.

GENERAL ORDERS, DIRECTIONS, AND FORMS RELATING TO PROCEEDINGS ON APPLICATION FOR FIRST REGISTRATION OF TITLE, 1864.

Application for Registration.

"Application for registration of title shall be made in writing, signed by the applicant or his solicitor on his behalf, and shall state the nature of the interest of the applicant, and a general description, in concise terms, of the property the title to which is proposed to be registered, and whether or not the applicant claims the mines and minerals. It shall also state whether the registration applied for is one with or without an indefeasible title."* (1.)

The following persons are, by the 4th section of the Act, authorised to apply for registration of title, viz.:—

1. The owner in fee simple.
2. Persons who collectively are owners of the fee simple, or have the power of acquiring the same.

* The numerals in brackets denote that the rules after which they are placed form parts under the like numbers of the General Orders of the 1st October, 1862.

3. Persons who have the power of appointing the fee simple.
4. Trustees for sale of the fee simple.
5. The owner of the first estate of freehold and first vested estate of inheritance.
6. Any purchaser of a fee simple where his contract empowers him so to do, or the vendor consents.
7. Any person authorised by the Court of Chancery to make such application.

The same section also provides that "application may be made, although the estate of the person applying may be subject to charges and incumbrances."

The application should state such several particulars of the property, including its actual or estimated quantity, as may be sufficient to connect it with that comprised in the abstract, to be delivered at the office.

The person desiring to register his title may effect such registration personally, or by a solicitor, attorney, or certificated conveyancer.

The following is a form of application by an owner in fee simple, viz:—

"LAND REGISTRY.

In the matter of the Act of the 25th & 26th of Victoria, chapter 53.

[Thomas Hopkins] of [Sevenoaks, in the county of Kent, farmer], being the owner in fee simple of certain lands in the parish of [Tunbridge, in the] county of [Kent], called or known as [High Beech Farm], containing by estimation [150 acres] or thereabout, and [or but not] the mines and minerals under the same, hereby requires the title to such lands to be registered as an indefeasible title, according to the terms of the said Act.

The address of the said [Thomas Hopkins] for service is [as above] [or, if the application is made through a solicitor, at the office of such solicitor].

Dated this day of 18 ."

[Signature of the applicant or his solicitor.]

If the applicant be not owner in fee simple the statement in the application must be altered according to his actual title.

"The application shall be left in the office, and on leaving thereof an appointment shall be made to attend the Registrar thereon, who shall determine whether the application shall be proceeded with, and give any special directions he may think necessary for the prosecution thereof." (2)

The application may be left personally or sent through the post, and if an appointment to attend the Registrar be not made on leaving the application, notice will be sent to the applicant when attendance on the Registrar is necessary.

On every warrant to attend the Registrar a stamp of three shillings must be affixed.

Abstract.

"Together with, or within such time after the date of the application as the Registrar shall fix, an abstract of the title of the applicant shall be left in the office. Such abstract shall be in such form, and contain such information, and be prepared in such manner, in all respects, as the Registrar shall from time to time approve or direct." (3.)

Where necessary, the time for the delivery of the abstract will be fixed, according to circumstances, in each case. As a general rule, if not delivered with the application it should be lodged as soon after as possible.

The abstract should be in such form, and contain such information, and be prepared in such manner as that furnished by a vendor to a purchaser, where there are no restrictive conditions as to the title contained in the contract for sale. A stamp of ten shillings must be affixed on the abstract.

Abstracts left in the office will be permanently retained therein unless the Registrar shall otherwise direct.

Affidavit verifying Abstract.

"An affidavit satisfactory to the Registrar shall be left with the abstract, to the effect that such abstract contains a true abstract of all deeds and writings within the period covered by the abstract, and a true statement of all facts and circumstances relating to or affecting the title to the property, and every part thereof, to the best of the deponent's knowledge, information, and belief, and setting forth the means and sources of such knowledge, information, and belief." (4.)

The object of this affidavit is to show that the abstract is a *bonâ fide* abstract of the title to the property, and that no document or circumstance affecting the title is kept back. It should be made by the applicant's solicitor or his clerk, or by the applicant himself, or such other person as can best depose to the facts, according to the circumstances of each case. In case of difficulty, the form of the affidavit will be settled in the office.

Swearing Affidavits.

"Affidavits, to be used in the office, may be sworn before the Assistant Registrar, or a commissioner appointed to take affidavits in the Court of Chancery. The Registrar may, if he think fit, require evidence to be given *viva voce* before him, and that any affidavit shall be sworn before himself. All affidavits shall be filed in the office, and office copies thereof to be taken for use." (33.)

A stamp of one shilling and sixpence must be affixed to every affidavit sworn at the office, and one shilling to every exhibit verified by oath and marked in the office. A stamp of two shillings and sixpence must also be affixed on filing any affidavit.

A statutory declaration may be made instead of an affidavit.

Schedule of Evidence.

"A schedule of all deeds, probates, pedigrees, certificates, receipts, and other documents, to be produced in verifying the abstract and deducing the title, together with an exact copy, or the original, of every map or plan drawn on or referred to in any abstracted document, shall be left with the abstract." (5.)

The object of this schedule is to prevent the expense and delay of having to make requisitions, and obtain replies on points of evidence, the answers to which are already in the power of the applicant. This schedule must not be a list of the deeds and documents abstracted, but should only contain matters of evidence, certificates, declarations, &c, not set out or referred to in the abstract. No document abstracted should be inserted in this schedule.

A copy, or the original, of every map of the property which may be in the applicant's possession or power will be required to be produced, and should be left with the abstract.

Examination of Abstract.

"All abstracts and copies of documents deposited in the office shall be examined and compared with the original title deeds and documents, and all searches which shall be required to be made by the Registrar in the course of the investigation and completion of the title, or with reference to the entry at any time of any title or estate on the register, shall be made by such person and in such manner as the Registrar shall direct. Such further or additional abstract and copies of any deeds or instruments shall be made by the applicant and deposited in the office as shall from time to time be required. The costs and expenses of examining and comparing the abstract and copies with the original deeds and documents, and of all searches and all fees to be paid to any examiner of title or conveyancing counsel, shall be settled by the Registrar, and be paid by the applicant." (9.)

The original deeds and documents referred to in the abstract will be examined and compared therewith by some person appointed by the Registrar for that purpose. They may be sent to the office for examination, or, if more convenient, may be produced in the country, or in any part of London. If they are lodged in the office, they will, if possible, be examined by the officers of the office, and the fee payable to the office in that case will be at the rate of five shillings an hour. If they are not lodged in the office, or if it is not possible for the officers of the office to examine them, a person will be employed by the Registrar to compare and examine them with the abstract, and the charges of the person so employed must be paid by the applicant. The amount will be settled by the Registrar if the parties differ.

Examination of Title.

"The Registrar shall direct the title to be examined and reported on by one of the examiners of title, or by one of the conveyancing counsel of the Court of Chancery." (10.)

When the abstract has been found to be correct, it will be laid before such one of the examiners of title as shall be nominated by the Registrar for the purpose. The fee to be paid to the examiner of title, on the abstract, will be the usual fee paid to conveyancing counsel, and must be paid by the applicant.

The opinion of the examiner of title will be returned to the Registrar, and such requisitions as are necessary on the title will be sent from the office to the applicant, or his solicitor, for his replies; and any question on the requisitions will (unless referred into the Judges' chambers) be decided by the Registrar or Assistant Registrar.

"If, at any time during the investigation of the title, any question, or doubt, or dispute arise, the Registrar may require

notice to be given to any person interested in such question, or doubt, or dispute, to the effect that the same is to be brought before the Registrar, at a time to be mentioned in such notice, for his consideration, and that such person may attend before the Registrar, at such time, by himself, or his solicitor or counsel, and take part in the investigation and settlement of such question, doubt, or dispute. And at the time mentioned in such notice, such person may attend accordingly, and take part in the discussion and settlement of such question, doubt, or dispute." (14.)

The following is a form of the notice required, viz.:—

"LAND REGISTRY.

No. .

In the matter of the Act of the 25th & 26th of Victoria, chapter 53, and of the application of A.B.

TAKE NOTICE, That on the investigation of the title to the lands in the parish of in the county of an application for the registration of the title to which has been made by A.B. of a question has arisen as to [here insert nature of question], AND TAKE NOTICE, that such question will be brought before the Registrar at the Office of Land Registry on the day of at o'clock, for his consideration, and that you may attend before the Registrar at such time and place, by yourself, or your solicitor or counsel, and take part in the investigation and settlement of such question.

Dated this day of 18

[Signature of the Applicant or his Solicitor.]

To of ."

Proceedings under this order are not taken except at the request of the applicant.

Under the 6th section of the Act, any question, doubt, or dispute as to any matter of title that may arise in the course of investigating the title may, if the applicant wishes, be referred to the judge of the Court of Chancery.

Maps and Description of Parcels.

"An accurate map or plan of the property shall be deposited in the office when directed. Such map or plan shall be made in such form and on such scale and in such manner in all respects as shall from time to time be directed, and shall contain the names of all the owners and occupiers of the lands bounding or immediately adjoining the property." (7.)

"A full and complete schedule or description of the property shall also be made and deposited in the office at such time and made in such form as shall be directed for that purpose. Such schedule or description shall contain, besides the full particulars of the property, all the boundaries thereof, together with the names and addresses of all the owners and occupiers of lands adjoining to and forming the boundaries thereof, and the persons other than the owners (if any) receiving the rents of such adjoining lands, so far as the same can be ascertained, and the name and address of the lord of the manor, if the lands are situate within or held of any manor." (8.)

The word "occupiers" in these two orders may be read as "tenants."

The map and description there referred to must show the present actual state and condition of the property. They may be left with the abstract, and if not, notice will be given to the applicant of the time when the same will be required to be deposited. They will not, in ordinary cases, be required until after the title has been examined, and has been shown to be satisfactory.

The map may be a copy of any recent and correct estate or parish map, or of the tithe map, if on a sufficiently large scale to ensure accuracy. One series of closes round the boundaries of the property should, when practicable, be shown upon the map, and the exact position of the boundaries claimed, whether centre or side of road, fence, stream, &c., or otherwise, should be defined on the map, either in writing or by initial letters. The names of the owners and tenants or occupiers of the adjoining lands should also be written upon the map. The map and description should refer to each other by numbers. Lands situate in different parishes should be distinguished on the map, and entered separately in the description.

The tithe maps are lodged in the Map Department of the Copyhold Inclosure and Tithe Commission, No. 3, St. James's-square, S.W., under the charge of Lieut.-Col. Leach, R.E., the head of that department. Copies of these maps may be obtained on application at that office, at a small cost.* If there be no map available of the property, it will be necessary that one should be prepared. In that case, as well as in all other cases where there may be any difficulty with reference to the map of the property, it will be desirable to seek the advice and assistance of Col. Leach, on the ground both of economy and accuracy.

The following form of schedule or description is now generally used in the office:—

"LAND REGISTRY.

No.

See the 6th of the General Orders of the 1st Oct., 1862.

In the matter of the Act of the 25 & 26 Vict. chapter 53, and of the Application of

DESCRIPTION of the LANDS forming the Estate known as in the Parish of and County of

Numbers on the Map sent to the Office.	Numbers on Tithe, Inclosure, Parish, or other Public Map.	Names of Farms, and Names and Descriptions of Closes.	Area in Statute Measure. A. R. P.	Names and Addresses of Tenants or Occupiers.	Under what Lease or Agreement held, and the Date, and for what Term.	Name and Address of Tenants or Occupiers, Owners, and Person (if any) other than Owners, to whom Rent is paid, of Lands bounding the Estate, to be inserted opposite Closes which adjoin the Boundary. Tenants or Occupiers.	Owners.	Person, if any other than Owners, to whom Rent is paid.	Remarks.

Note.—If any part of the Estate to be registered, or any part of the adjoining Boundary Land, is held of or situate within any Manor, the Name and Address of the Lord should be given. Lands held under different Titles, or situate in different Parishes, should be kept distinct. Mines and Minerals, if claimed, should be specifically mentioned or described. If the Property consists of Houses in Towns, the Names of the Street and Numbers should be given. All Rights of Way and Water, or other Easements, Disputed Boundaries (if any), or any matter of liability affecting any of the lands to be registered, should be stated."

[Signature of the Applicant or his Solicitor.]

The description of the land furnished by the applicant must be satisfactorily identified with the parcels or description contained in the title deeds, pursuant to the 10th section of the Act, and must, if required by the Registrar, be verified by oath, under the 8th section.

The average cost of coroners' inquests last year was £3 2s. 5d. each. In several counties the coroners are paid by salaries.

* The cost of tracings of maps of ordinary rural districts varies from 1s. to 2s. 6d. per 100 acres. If the tracing embraces a town or large village, or the area is small, an addition to this charge will be made in proportion to the increased labour of the draftsman.

DIVORCE AND RE-MARRIAGE.—The marriage returns for 1862, which have just been issued, distinguish the marriage of twenty-eight divorced persons in the year. Ten of these marriages took place in London. Fifteen divorced men married spinsters, and two divorced men married widows; nine divorced women were married to bachelors, and two divorced women to widowers. There was also another instance, occurring at Birmingham, where a man and woman, once husband and wife, but divorced, were re-married. The number of divorced persons is increasing, and hence these marriages of divorced persons increase; the number reported in 1862 was about three times as many as any previous year.

Mr. T. H. Terrell, the barrister who has been appointed to revise the lists of voters for the borough of Westminster, the Tower Hamlets, Finsbury, and Marylebone, has given notice that he will hold his courts for that purpose according to the following arrangement:—Westminster, Sept. 27, Lords Justices Court, Westminster Hall; Tower Hamlets, Sept. 29, the Court House, Wellclose square; Finsbury, Sept. 30, Lords Justices' Court, Lincoln's-inn; Marylebone, Oct. 4, the Court House, Marylebone-lane. Mr. Hanson, the barrister appointed to revise the lists of voters for the City of London, has appointed Tuesday, the 4th of October, for the commencement of the revision, in the Court of Common Pleas, Guildhall. Mr. Edmond Beales has made the following arrangements for revising the lists of voters for the county of Middlesex:—Sept. 23, the Chequers Inn, Uxbridge; Sept. 26, the Enfield Arms, Enfield; Sept. 27, the Court House, Edgeware; Sept. 28, Jack Straw's Castle, Hampstead; Sept. 29, the Black Dog, Bedfont; Sept. 30, the Vestry Hall, Bancroft-road, Mile-end-road; Oct. 3, Radley's Hotel, Bridge-street, Blackfriars; Oct. 4, the Lords Justices' Court, Westminster Hall; Oct. 5, the Town Hall, Church-row, Bethnal-green; Oct. 6, the Vestry Hall, King's-road, Pancras-road; Oct. 7, the Castle Inn, Brentford; Oct. 10, the Windsor Castle, Hammersmith; Oct. 11, the Vestry Hall, Kensington.

The *Morning Star* has a letter from a well-informed correspondent in reference to Müller. The writer says that the inquiries made by the German Legal Protection Society fully corroborate the statement made by Müller in reference to his proceedings on the night of the murder. It is also added that Müller's story of his having disposed of a watch to raise his passage-money is fully borne out by the facts. He is stated to have pawned a watch at the West-end.

A PARLIAMENTARY RETURN shows that the county court judges in England are occupied from 105 to 175 days in the year in disposing of the business before them. Half of them are thus occupied not less than 140 days in the year. The salary is generally £1,200 a year, but there are eleven judges receiving £1,500. The whole number is fifty-nine.

VALUE OF LAND IN THE CITY.—Two freehold houses, on the south side of Old Broad-street, London, were sold by Mr. Henry Marsh on the 25th ult. The property is held for a term which will expire at Michaelmas, 1872, at the annual rent of £78 12s. 6d., and yet realised £23,500, being at the rate of about £300,000 per acre, or £560 per foot frontage.—*Builder.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

INDERWICK—On Sept. 12, at Warwick-square, the wife of Frederic Andrew Inderwick, Esq., Barrister-at-Law, of a son.

LUPTON—On Sept. 12, at Queen's College, Galway, the wife of William Lupton, Esq., of the Inner Temple, Barrister-at-Law, of a daughter.

MARRIAGES.

DE BURGH—MASON—On Sept. 8, at St. Andrew's Church, Dunmore, N.B., William De Burgh, Esq., of the Inner Temple, second son of the Rev. William De Burgh, D.D., Rector of Arboe, to Hannah, third daughter of the late Thomas Monck Mason, Esq., Captain R.N.

DWYER—DARLEY—On Sept. 6, at the church of All Saints', Margaret-street, Edward Dwyer, of Lincoln's-inn, and Burnley, Lancashire, Esq., Barrister-at-Law, to Adelaide, second daughter of the late Henry Brewster Darley, of Aldby-park, in the county of York, Esq.

GREENBANK—GREEN—On Sept. 6, at St. Peter's, Notting-hill, Richard Hewetson Greenbank, Esq., of Gray's-inn-square, to Mary Anne, younger daughter of Henry Cross Green, Esq., Highbury New Park.

NORIE—MOIR—On Sept. 8, at Bedford-place, Alloa, Henry Hay Norie, Writer to the Signet, Joint Agents to the Union Bank of Scotland, Kilmarnock, Esq., to Christina, second daughter of James Moir, Esq., Banker, Alloa.

PEDDIE—WADDELL—On Sept. 6, at Balquhatstone House, Stirlingshire, Alexander Peddie, Esq., Writer to the Signet, Edinburgh, to Georgeina Catherine, eldest daughter of the late George Waddell, Esq., of Balquhatstone.

SOTHEBY—CORNISH—On Sept. 8, at the parish church, Salcombe Regis, Hans William Sotheby, of Lincoln's-inn, Esq., Barrister-at-Law, to Charlotte, eldest surviving daughter of Charles John Cornish, Esq., of Salcombe House, Sidmouth.

STANILAND—DAWSON—On Sept. 10, at Thames Ditton, Charles H. Staniland, Solicitor, of Clifford's-inn, and Wimbledon, Surrey, Esq., to Mary Adelaide, youngest daughter of Mr. Dawson, Surgeon, of the above place.

WRAY—ROBLEY—On Sept. 3, at the parish church of St. Clement Danes, London, George Octavius Wray, of the Inner Temple, Esq., Barrister-at-Law, J.P., to Caroline Elizabeth, daughter of Henry Robley, of Upton-park, Slough, Esq.

DEATHS.

CURTIS—On Sept. 11, at his residence, Holland-villas-road, Kensington, Thomas John Curtis, Esq., Solicitor, only son of the late Charles Archer Curtis, Esq., of Abingdon, Berks.

DALLY—On Sept. 6, at Fant, Maidstone, aged 52, Frances, relict of the late Frank Fether Dally, Solicitor, formerly of Maidstone, and late of Guernsey.

MILLER—On Aug. 23, at Hastings, after a lingering illness, Marian, the wife of Daniel James Miller, Esq., of 6, Chatham-place, Blackfriars, London, Solicitor.

RAM—On Sept. 8, Mary, youngest daughter of James Ram, Esq., of Ipswich, Barrister-at-Law.

ROLT—On Sept. 6, at 52, Harley-st, Elizabeth, the wife of John Rolt, Esq., M.P.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock hereinafter standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BARRICK, ELEANOR, Whitby, Yorkshire, Widow, deceased. £931 11s. 3d, New £3 per Cent. Annuities—Claimed by Henry Barrick, the administrator.

CAMPBELL, MARGARET, Spring-street, Sussex-gardens, W., Widow, deceased. £50 Annuities, for terms of years—Claimed by Geo. Allen, sen., the executor.

DURNFORD, REV. FRANCIS EDWARD, Eton College, and RICHARD DURNFORD, jun., Manchester, Esq. £103 9s. 10d. Consolidated £3 per Cent. Annuities—Claimed by the said F. E. Durnford and R. Durnford, jun.

JESTY, GEORGE, Druce Farm, and JAMES HARDING, Waterson Farm, Dorsetshire. £2,493 18s. 3d. Consolidated £3 per Cent. Annuities—Claimed by said G. Jesty and J. Harding.

PELHAM, ELIZABETH MARY THURSBY, Penn, Staffordshire. £1,000 Consolidated £3 per Cent. Annuities—Claimed by said E. M. T. Pelham.

PEPPERCORN, WILLIAM ALLPRESS, Church-street, Stoke Newington, Esq. £490 Consolidated £3 per Cent. Annuities—Claimed by said W. A. Peppercorn.

PERRIN, WILLIAM, Walton, Aylesbury, Esq. £48 11s. 10d. Consolidated £3 per Cent. Annuities.—Claimed by said Wm. Perrin.

SMITH, MARY, Little Queen-street, Westminster, Widow, and FREDERICK CHARLES POWELL, Hammersmith, Esq. Twelve dividends on £6 10s. Annuities for terms of years.—Claimed by Emily Bluett, Widow, the executrix of F. C. Powell, deceased, the survivor.

STYRAP, HENRY GEORGE JUKES DE, Tendering, near Colchester, Esq. £100 Consolidated £3 per Cent. Annuities.—Claimed by said H. G. J. Styrap.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Sept. 9, 1864.

Singleton, John, & Wm Pitman, Solicitors, Old Jewry, London. Aug 31.

Winding-up of Joint Stock Companies.

LIMITED IN CHANCERY.

TUESDAY, Sept. 13, 1864.

National Company for Boat Building by Machinery (Limited).—The creditors of the company are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Edwd Greenfield Tinker & Geo Grant, Fenchurch-st, the voluntary Liquidators.

Friendly Societies Dissolved.

FRIDAY, Sept. 9, 1864.

Manchester Post Office Provident Society, Wellington Inn, Manchester. Aug 24.

Royal Oak Friendly Society, Royal Oak Inn, Tworton, Somerset. Aug 24.

TUESDAY, Sept. 13, 1864.

Berkeley Union Benefit Society, Running Footman, Charles-st, Berkeley-sq. Sept 5.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept. 9, 1864.

Bond, Charlotte, Lunatic Asylum, Hanwell, Spinster. Oct 23. Parker, Bedford-row.

Culverwell, Sarah, Bath, Spinster. Oct 14. Gill & Bush, Bath.

Dakin, John, Wirksworth, Derby, Joiner. Oct 10. Holland, Ashborne, Derby.

Dalby, Thos, Chapelry of Lower Mitton, Worcester, Yeoman. Nov 1. Bury & Co, Bewdley.

Evans, Edwd, Cardiff, Surgeon. Oct 1. Matthews, Cardiff.

Gibson, Caroline Onslow, South Grove, West Hackney. Oct 7. Dingwall, Tokenhouse-yard.

Jackson, Mary Jane, Downham-rd, Kingsland, Spinster. Nov 10. Shaw, Great Knight-rider-street, Doctors'-commons.

Merewether, Rev Fras, Rector of Coleorton, Leicester. Nov 3. Dewes & Son, Ashby-de-la-Zouch.

Martinoves, Isaac, Alcester, Warwick, Grocer. Oct 20. Hobbes & Slatter, Stratford-upon-Avon.

Priestnall, Margaret, Dorchester-pl, Blandford-sq, Spinster. Nov 1. Higginbotham & Barclay, Macclesfield.

Underwood, Wm, Whitmore Reans, Wolverhampton. Oct 7. Pinchard & Shelton, Wolverhampton.
Swift, Richd, Innkeeper and Common Brewer, Wigan. Oct 15. Ashton, Wigan.
Timms, John, Regent-st, Oxford-st, Draper's Assistant. Oct 1. Matthews, Cardiff.
Warne, Thos, Henrietta-st, Covent-garden, Army and Navy Contractor. Oct 24. Jackson, St Helen's-pl, London.

TUESDAY, Sept. 13, 1864.

Andrews, Rev Geo, Castor, Northampton, Clerk. Oct 14. Hunnybun, Huntingdon.
Barker, Jas, Kingston-upon-Hull. Nov 1. Atkinson, Hull.
Barlow, Saml, Heaton Norris, Lancaster, Innkeeper. Oct 12. Ferns & Son, Stockport.
Butler, Joseph, Green-lanes, Stoke Newington, Bookseller. Nov 12. Smith & Son, Barnard's-inn, Holborn.
Denys, Anna Maria Margaret, Ryde, Isle of Wight, Spinster. Nov 2. Baynes, Carey-st, Lincoln's-inn.
Fenton, John Jas, Esq., Bath. Nov 1. Smith, Bath.
Gagg, Thos, Misterton, Nottingham, Farmer. Nov 1. Oldham & Wood, Gainsborough.
Hatton, Wm, Upton-upon-Severn, Worcester, Carpenter. Nov 1. Gregory, Upton-upon-Severn.
Kellaway, John, Hillingdon, Middx, Butler. Dec 1. Bird, Uxbridge.
Macdermot, John Chas, Hamilton-ter, St John's-wood, Esq. Nov 15. Wilde & Co, Cecil-ge-hill, Cannon-st.
Moore, John, St John-st-rd, Gent. Nov. 9. Beaumont & Thompson, Lincoln's inn-fields.
Phillipps, Robt Biddulph, Longworth, Hereford, Esq. Oct 26. Bodenhams & James, Hereford.
Postle, John, Norwich, Carpenter. Dec 1. Keith & Co, Norwich.
Purdey, Jas, Queen's-rd, Bayswater, Esq. Oct 15. Rutherford & Son, Gracechurch-st, and Mills, Brunswick-pl, City-rd.
Reade, Lewin, Albert-ter, Bayswater. Oct 28. Taverner, Stoke Newington.
Upfill, Thos, Edgbaston, Warwick, Gent. Oct 30. Ingleby & Co, Birm.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Sept. 13, 1864.

Chapman, Eliz, Westwell, Kent, Spinster. Oct 29. Lewis v Hart, M.R.
Defries, Esther, Houndsditch, London, Widow. Oct 29. Defries v Defries, V.C. Wood.
Drury, Wm, Shrewsbury, M.D. Nov 2. Stewart v Murray, M.R.

Assignments for Benefit of Creditors.

FRIDAY, Sept. 9, 1864.

Anderson, Chas, & Thos Muir, Leeds, Tailors. June 16. Simpson, Leeds.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Sept. 9, 1864.

Bentley, Geo, Pennington, Lancaster, Provision Dealer. Aug 31. Conv. Reg Sept 7.
Burrow, Robt Foster, Aylesford-st, Pimlico, Ballast and Chalk Merchant. Sept 2. Comp. Reg Sept 9.
Culpan, Thos, Sowerby, Halifax, Waste Dealer. Aug 9. Asst. Reg Sept 6.
Davis, Thos Archibald, Sydenham, Kent, Secretary to an Association. Aug 18. Conv. Reg Sept 9.
Dix, Richd Jas, Maldon, Essex, Ironmonger. Aug 13. Asst. Reg Sept 9.
Drury, Elijah, Southport, Lancaster, Stationer. Aug 27. Asst. Reg Sept 8.
Farquhar, Jas, Castleford, York, Grocer. Aug 11. Asst. Reg Sept 7.
Goodeve, Frederic, High Wycombe, Buckingham, Grocer. Aug 15. Comp. Reg Sept 7.
Gray, Wm Gover, Lpool, Attorney. Aug 13. Conv. Reg Sept 8.
Gwyther, Wm, Tenby, Pembroke, Baker. Aug 12. Conv. Reg Sept 8.
Haggas, John Simeon, Ackworth, York, Draper. Aug 9. Comp. Reg Sept 6.
Helsby, John, Manch, Plumber. Aug 12. Asst. Reg Sept 9.
Hewitt, John, King's-rd, Chelsea, Tea Dealer. Sept 2. Comp. Reg Sept 8.
Jewell, Geo Prouting, Lupus-st, Pimlico, Insurance Agent. Aug 13. Comp. Reg Sept 9.
Joyner, Levi, Triangle, Bristol, Fancy Stationer. Aug 30. Conv. Reg Sept 6.
Jube, Hepzibah, Downham Market, Norfolk. Aug 11. Conv. Reg Sept 7.
Lord, Jas, Radcliffe, Lancaster, Shop Keeper. Aug 20. Comp. Reg Sept 7.
Luke, Wm Stripp, Liskeard, Cornwall, Boot Maker. Sept 3. Comp. Reg Sept 7.
Michelson, Edwd, Bootle, nr Lpool, Woollen Merchant. Sept 2. Comp. Reg Sept 9.
Miles, Chas Thos, Guildford, Surrey, Grocer. July 14. Conv. Reg Sept 8.
Pratt, Edwd, Uxbridge, Middx, Agricultural Implement Maker. Aug 15. Comp. Reg Sept 9.
Pratt, Jas Wm, Lpool, Auctioneer. Aug 12. Release. Reg Sept 9.
Rawlins, Wm, Chesterfield, Tailor. Aug 18. Conv. Reg Sept 7.
Snelling, Wm, Stalham, Norfolk, Boot Maker. Sept 3. Conv. Reg Sept 7.
Stamp, Robt, Fotherby, Lincoln, Farmer. Aug 13. Conv. Reg Sept 9.
Stephenson, Hy, Oldham, Licensed Victualler. Aug 13. Comp. Reg Sept 6.
Telsm, Geo, Dewsbury, York, Woollen Manufacturer. Sept 1. Comp. Reg Sept 7.
Webb, Richd Wm, Southampton, Solicitor. Aug 20. Comp. Reg Sept 8.
Weldon, Reuben, Nottingham, Dyer. Aug 31. Comp. Reg Sept 8.
Wells, Hy, Sheffield, Steel Roller. Aug 12. Comp. Reg Sept 9.
Wheeler, John Monk, Burghfield, Berks, Harness Maker. Aug 18. Conv. Reg Sept 7.
Wiechardt, Fredk, 68 Winchester-st, London, Merchant. Aug 13. Asst. Reg Sept 6.
Wilcock, Robt, Seacombe, Chester, Plumber. Sept 5. Comp. Reg Sept 9.

TUESDAY, Sept. 13, 1864.

Anderson, Geo, Manch, Grocer. Aug 13. Comp. Reg Sept 10.
Auerhaan, Alex, Compton-st East, Brunswick-sq, Lapidary. Sept 3. Conv. Reg Sept 12.
Bowles, Geo, Broadway, Deptford, Builder. Aug 12. Comp. Reg Sept 9.
Butcher, Christian, Edgware-rd, Builder. Sept 6. Comp. Reg Sept 9.
Cohnreich, Theodor, & Ascher Cohnreich, Hackney-rd, Middx, Boot Manufacturers. Sept 9. Comp. Reg Sept 13.
Cook, Chas Claudius, Mondesbury-ter, Kilburn, Builder. Sept 7. Arr. Reg Sept 9.
Edward, Robt Richd, Rood-lane, London, Ship and Insurance Broker. Aug 12. Comp. Reg Sept 9.
Evance, Geo John, Summers Town, Wandsworth, Cigar Light Manufacturer. Aug 3. Comp. Reg Sept 13.
Fergie, Jas Allen, Lpool, Iron Bedstead Maker. Aug 26. Comp. Reg Sept 13.
Frost, John Newman, Berkhampstead, Herts, Manager to a Brewer. Aug 15. Comp. Reg Sept 9.
Hibbert, Isaac, and Hy Hibbert, Manch, Manufacturers. Aug 10. Asst. Reg Sept 13.
Hyslop, Adam, Lpool, Draper. Aug 22. Comp. Reg Sept 13.
Labrey, John, and Reuben Williamson, Huddersfield, Manufacturing Chemists. Aug 17. Conv. Reg Sept 12.
Marriott, Thos Curtis, Northampton, Shoe Manufacturer. Aug 23. Comp. Reg Sept 10.
Martin, Wm, Manch, Comm Agent. Sept 5. Comp. Reg Sept 13.
Moore, John, Manch, Velvet Trimming Manufacturer, Wm Robt McCullum, and Emma McCullum, Spinster, Nottingham, Hosiery Manufacturers. Aug 16. Conv. Reg Sept 10.
Pigg, Fredc, Norwich, Mahogany and Deal Merchant. Aug 18. Conv. Reg Sept 12.
Ritchie, Thos, jun, Newcastle-under-Lyme, Travelling Draper. Aug 15. Conv. Reg Sept 12.
Steele, Jas, Northwich, Chester, Draper. Aug 15. Asst. Reg Sept 12.
Tall, Wm Jas, Tottenham-st, Tottenham-ct-rd, Carman. Aug 12. Asst. Reg Sept 12.
Trotman, Thos, Addleston, nr Chertsey, Tailor. Aug 17. Asst. Reg Sept 13.
White, Jas, Rugby, Haberdasher. Sept 3. Asst. Reg Sept 9.
Wilkinson, Thos, Talbot-ter, Paddington, Mining Agent. Sept 1. Comp. Reg Sept 9.

Bankrupts.

FRIDAY, Sept 9, 1864.

To Surrender in London.

Bossey, John, Abridge, Essex, Groengrocer. Pet Sept 2. Sept 20 at 12. Harrison, Basinghall-st.
Bottrill, Thos, Beerhouse-keeper, Prisoner for Debt, London. Pet Aug 31 (for pan). Sept 22 at 1. Aldridge.
Clann, Edwin John Hy, Addison-rd North, Notting-hill, Clerk. Pet Sept 5. Sept 22 at 1. Head & Pattison, Martin's-lane, Cannon-st.
Cozens, John Wm Ide, Prisoner for Debt, London. Adj Aug 22. Sept 19 at 11. Aldridge.
Drabwell, Wm, Rowland's-row, Stepney-green, Comm Agent. Pet Aug 31 (for pan). Sept 22 at 1. Aldridge.
Fyfe, Chas, 68 Coram-st, Russell-sq, Barrister-at-Law. Pet Sept 8, Sept 20 at 1. Grey, Gray's Inn.
Harnett, John, Tottenham-st, Tottenham-ct-rd, Engineer. Pet Sept 7. Sept 27 at 11. Peek & Downing, Basinghall-st.
Jordan, Wm, Woolston, Southampton, Butcher. Pet Sept 5. Sept 20 at 1. Paterson & Son, Bouverie-st, and Mackey, Southampton.
Kelsey, Wm, Myddleton-ter, Battersea, Secretary to the Staffordshire Rolling Stock Co (Limited). Pet Sept 6. Sept 20 at 1. Harrison, Basinghall-st.
Lawrance, Thos Broad, Kingston-on-Thames, Grocer. Pet Sept 7. Sept 20 at 1. Richardson, Old Jewry-chambers.
Muddle, Hy, and Francis Ebsworth, Stanford Rivers, Essex, Omnibus Proprietors. Pet Sept 2. Sept 27 at 11. Preston & Dorman, Gresham-st.
Radley, Wm, Church-st, Shoreditch, Oil and Colourman. Pet Aug 24. Sept 19 at 12. Cox & Sons, Size-lane.
Thomson, Benj Lumsden, Leadenhall-st, Shipbroker. Pet Aug 26. Sept 22 at 1. Abrahams, Gresham-st.
Waldron, Michl, Attorney, Prisoner for Debt, London. Pet Sept 7 (for pan). Sept 27 at 11. Aldridge.
White, Elijah, Chapel-st, Pentonville, Builder. Pet Sept 5. Sept 20 at 1. Reed, Guildhall-chambers.

To Surrender in the Country.

Aylward, Jas, Claughton, Birkenhead, Cabinet Maker. Pet Aug 31, Lpool, Sept 23 at 11. Dodge & Wynne, Lpool.
Blackshaw, Wm Jackson, Tunstall, Stafford, Plumber. Pet Sept 7. Hanley, Sept 24 at 11. Salt, Tunstall.
Bunker, Wm, Northampton, Butcher. Pet Sept 6. Northampton, Sept 24 at 10. Rands, Northampton.
Chadwick, Geo, Chorlton-upon-Medlock, Lancaster, Grocer. Pet Sept 6, Manch, Sept 26 at 9.30. Swan, Manch.
Collingwood, Joseph, Higher Compton, nr Oldham, Firebrick Manufacturer. Adj Aug 20. Manch, Sept 29 at 12. Gardner, Manch.
Davey, Wm, Tiverton, Butcher. Pet Sept 7. Tiverton, Sept 21 at 11. Cockram, Tiverton.
Davies, Mary Eliza, Monkton, Pembroke, Grocer. Pet Sept 5. Pembroke, Sept 23 at 9.30. Parry, Pembroke Dock.
Fell, Wm, Gateshead, Durham, Draper. Pet Aug 27. Newcastle-upon-Tyne, Sept 23 at 12.30. Watson, Newcastle-upon-Tyne.
Fidler, Jas, St Helen's, Lancaster, Ironmonger. Pet Sept 8. Lpool, Sept 29 at 11. Beasley, St Helen's.
Hall, John, Sunderland, Labourer. Pet Sept 2. Newcastle-upon-Tyne, Sept 23 at 12. Brignal, Durham.
Hamley, John, Exeter, Manufacturer of Ladies' Underclothing. Pet Sept 8. Exeter, Sept 21 at 12. Fryer, Exeter.
Hayes, Christopher, East Anstey, Devon, Farmer. Pet Sept 8. South Molton, Sept 26 at 10. Cockram, Tiverton.
Horton, Joshua, Edgbaston, Birm, Contractor. Pet Sept 5. Birm, Oct 10 at 12. James & Griffin, Birm.
Hughes, Hy Fleming, Weston-super-Mare, Gent. Pet Sept 5. Weston-super-Mare, Sept 23 at 12. Smith, Weston-super-Mare.
Lonsdale, Chas, Cowton Grange, York, Farmer. Pet Sept 6. Leeds, Sept 26 at 11. Robinson, Richmond, and Bond & Barwick, Leeds.
Mitchell, Thos, Birm, Painter. Pet Sept 6. Birm, Oct 10 at 12. James & Griffin, Birm.

Paton, Joseph Clegg, Leeds, Corn Merchant. Pet Sept 5. Leeds, Sept 26 at 11. Shaw & Co, Leeds.
Roberts, John, Tyntwll, Merioneth, Land Surveyor. Pet Sept 3. Dolgelley, Sept 20 at 10. Williams, Dolgelley.
Robinson, Chas, Oldham, Dealer in Roller Leather. Pet Sept 5 (for pau). Oldham, Sept 22 at 12. Boote, Manch.
Rose, Joseph, Coseley, Stafford, Journeyman Boat Builder. Pet Sept 7. Birm, Oct 10 at 12.
Sankey, Jane, Warrington, Lancaster, Widow, out of business. Pet Aug 24. Runcorn. Sept 17 at 10.30. Day & Wood, Warrington.
Shooter, John, Sutton-in-Ashfield, Nottingham, Huckster. Pet Sept 5. Mansfield, Oct 31 at 11. Cursham, Mansfield.
Smith, Alfred Edwd, Bristol, Baker. Pet Sept 6. Bristol, Sept 20 at 11. Trenerry, Bristol.
Thomas, John, Everton, Lpool, Painter. Pet Sept 7. Lpool, Sept 23 at 11. Morris, Lpool.
Truelove, Wm, East Hanney, Berks, Innkeeper. Pet Aug 31. Wantage, Oct 5 at 1. Bakefield, Chippenham.
Whiteley, Lewis, Joseph Garsed, Mark Farrar, Wm Farrar, and Wm Hy Lever, Rastrick, York, Cotton Spinners. Pet Sept 1. Leeds, Sept 26 at 11. Jubb, Halifax, and Bond & Barwick, Leeds.
Whitworth, Wm, North Muskham, Nottingham, Wheelwright. Pet Sept 7. Birm, Sept 27 at 11. Ashwell & Ashley, Newark-on-Trent.

TUESDAY, Sept. 13, 1864.

To Surrender in London.

Armston, Joseph Thos, Red Lion-st, High Holborn, Builder's Foreman. Pet Sept 6. Sept 27 at 12. Doble, Gt James-st, Bedford-row.
Belime, Florent Ledieu, Harewood-st, Dorset-sq, Schoolmaster. Pet Sept 9. Sept 27 at 1. Abrahams, Gresham-st.
Collett, Chas Geo, Mansfield-pl, Hampstead-rd, out of business. Pet Sept 8. Sept 27 at 12. Ody & Adams, Trinity-st, Southwark.
Corbin, Alexandre, jun, Oakley-st, Chelsea, Wine and Spirit Merchant. Pet Sept 3. Sept 29 at 11. Lewis & Lewis, Ely-pl.
Freeman, Richd, North-st, Lisson-grove, Butcher. Pet Sept 8. Sept 27 at 12. Piesse, Albany-rd, Camberwell.
Goswell, John, Wimbledon, Surrey, Carpenter. Pet Sept 10. Sept 29 at 12. Marshall, Lincoln's-inn-fields.
Hammond, John Jas, Portsea, Builder. Pet Sept 7. Sept 27 at 12. Sole & Co, Aldermanbury.
Roberts, Edmond, Providence-pl, City-rd, Journeyman Gilder. Pet Sept 10. Sept 29 at 11. Hill, Basinghall-st.
Robinson, Wm Hy, Threadneedle-st, Mining Secretary, Prisoner for Debt, London. Pet Sept 9. Sept 27 at 1. Wood, Bucklersbury.
Saxby, Chas, Rodmell, Sussex, Seedsman. Pet Sept 8. Sept 27 at 11. Lawrance & Co, Old Jewry-chambers, and Blaker & Son, Lewes.
Sichmon, Saml, Bucklersbury, Diamond Merchant. Pet Sept 7. Sept 29 at 11. Spyer & Son, Broad-st-buildings.
Stanway, Edwd, North-rd, Forest-hill, out of employ. Pet Sept 7. Sept 27 at 1. Drew, New Basinghall st.
Turner, Wm, Circus-rd, Kentish-town, Assistant to a Cheesemonger. Pet Sept 7. Sept 27 at 1. Cooper, St Martin's-lane.
Winter, Sml Hy, Clarence-pl, Woolwich-common, Schoolmaster. Pet Sept 6. Sept 27 at 1. Wood & Ring, Basinghall-st.
Woolward, Edwd, Weedington-rd, Kentish-town, Plumber. Pet Sept 8. Sept 27 at 12. Allen, Chancery-lane.

To Surrender in the Country.

Daft, Wm, Sheffield, Bootmaker. Adj Sept 6. Sheffield, Sept 28 at 1. Binney & Son, Sheffield.
Heathcote, Benj Decimus, Derby, Journeyman Cabinet Maker. Pet Sept 8. Derby, Sept 28 at 12. Briggs, Derby.
Kimberley, Jas, Stafford, Confectioner. Pet Sept 9. Birm, Oct 14 at 12. Smith, Birm.
Mills, Owen, Llanidloes, Montgomery, Printer. Pet Sept 9. Llanidloes, Sept 20 at 12. Jenkins, Llanidloes.
Morgan, John, Madeley, Salop, Travelling Draper. Pet Sept 8. Birm, Oct 10 at 12. Hodgson & Son, Birm.
Owens, Jas, Llansannan, Denbigh, Publican. Pet Sept 7. Denbigh, Sept 21 at 2. Louis, Ruthin.
Pennock, Joseph, Manch, Civil Engineer. Pet Sept 3 (for pau). Lancaster, Sept 20 at 12. Gardner, Manch.
Powell, Saml Jas, Penkridge, Stafford, Cooper. Pet Sept 10. Stafford, Oct 3 at 11. Greatrex, Stafford.
Prowse, Harry, Birm, Turner. Pet Sept 12. Birm, Oct 14 at 12. Parry, Birm.
Rawlinson, Chas, Nottingham, out of business. Pet Sept 9. Nottingham, Sept 28 at 11. Smith, Nottingham.
Rhodes, Thos, Hulme, Manch, Warehouseman. Pet Sept 3 (for pau). Lancaster, Sept 30 at 12. Gardner, Manch.
Smith, Danl, Carlisle, Tea Dealer. Pet Sept 10. Carlisle, Sept 26 at 11. Wannop, Carlisle.
Sykes, John, Leeds, Stay Manufacturer. Pet Sept 3. Leeds, Sept 26 at 11. Rooke, Leeds.
Taylor, Herbert Dawson, Manch, out of business. Pet Sept 9. Manch, Sept 30 at 12. Boote, Manch.
Walker, Joseph, Worcester, Upholsterer. Pet Sept 8. Birm, Oct 10 at 12. Wright, Birm.
Wilkinson, Joshua, Sheffield, Auctioneer. Pet Sept 9. Sheffield, Sept 28 at 1. Micklethwaite, Sheffield.
Williams, Wm, Lpool, Merchant. Pet Sept 1. Lpool, Sept 26 at 11. Evans & Co, Lpool.

BANKRUPTCIES ANNULLED.

FRIDAY, Sept. 9, 1864.

Eld, Thos Wm, Derby, Silk Throwster. Aug 9.
Langford, John, Trafalgar-rd, Greenwich, Grocer. Sept 8.

ESTATE EXCHANGE REPORT.

AT GARRAWAY'S.

Sept. 9.—By Messrs. RUSHWORTH, JARVIS, & ABBOTT.

Freehold estate, situate about a mile from the Hereford and Ledbury roads, Herefordshire, comprising Longworth House, with stabling and pleasure-grounds, Lower Hartestree Farm, and Sheep Cot Farm, the whole containing 410a 3r 36p—Sold for £30,000.
Freehold and copyhold estate, situate at Hangley, Herefordshire, comprising a residence with stable buildings, farm yard, and pleasure grounds, also Hangley Park Farm, the whole containing 106a 2r. 1p—Sold for £10,320.
Freehold residence, known as Clifton Villa, situate in the Woodlands-road, Isleworth.—Sold for £800.

Sept. 15.—By Messrs. HARDS & VAUGHAN.

Freehold, 9 acres of arable and hop land, situate at Tunbridge Wells, Kent—Sold for £830.
Freehold, Pitt-house farm, comprising farm-house with garden, orchard, and farm buildings, and 4 enclosures of arable land, situate as above, and containing 6a 1r 25p—Sold for £500.
Freehold, 10 acres of arable land, situate as above—Sold for £790.
Freehold, 4 cottages and premises and out-house, situate as above—Sold for £220.
Leasehold dwelling-house with shop, being No. 1, Langton-terrace, Woodlands-road, Blackheath—Sold for £760.
Leasehold dwelling-house and shop, being No. 2, Langton-terrace, aforesaid—Sold for £750.
Leasehold residence, being No. 15, Gloucester-place, Crooms-hill, Blackheath—Sold for £650.
Freehold, 2 dwelling-houses and premises, being No. 23, Whitehorse-street, and 24, North-street, Stepney—Sold for £150.
Leasehold dwelling-house and premises, being No. 7, Gill-street, Commercial-road, Limehouse—Sold for £145.
Leasehold dwelling-house and premises, being No. 8, Gill-street, aforesaid—Sold for £150.
Freehold ground rent of £30 per annum, secured on houses at Deptford—Sold for £540.